Massachusetts Bay
Transportation Authority

2 Forms and Supplemental Appendices to the Operations and Management Proposal

for the MBTA Commuter Rail Service

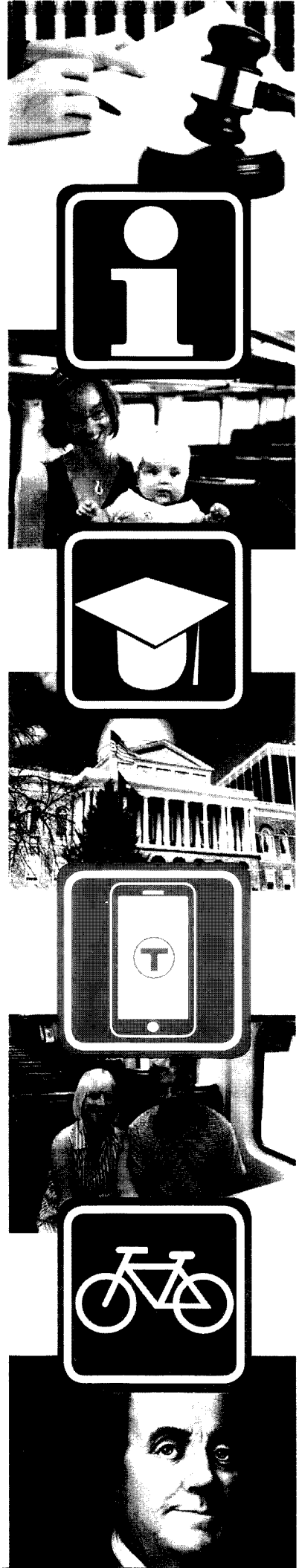
Submitted to Massachusetts Bay Transportation Authority in response to RFP N°. 159-12

Copy 1 of 39 Copies

Submitted by

Keolis
Commuter Services

Moving Further Together



Forms to Legal Pass/Fail

FORM OF PROPOSAL

PROPOSAL OF SNCF America, Inc.

NAME Alain Leray **TELEPHONE** (301) 339-8447

ADDRESS 51 Monroe Street, Suite 601, Rockville, MD 20850

TO THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY:

The undersigned proposes to perform the Contract in accordance with the Contract Documents and for the price as stated in the Financing/Price Proposal. The undersigned also certifies that it has examined the site of the proposed work and the assets subject to the Contract and the Request for Proposals (RFP) before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

A) To execute the Contract and to furnish the irrevocable letter of credit in the amount specified in the Contract and, failing to do so, the Massachusetts Bay Transportation Authority (MBTA) may proceed to award the Contract to others.

B) To furnish the parent company guarantees set out in the Contract as surety conditioned for the full, complete, and faithful performance of this Contract.

The Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

Number	Date	Number	Date
Addendum 1	December 21, 2012	Addendum 7	May 28, 2013
Addendum 2	January 28, 2013	Addendum 8	May 31, 2013
Addendum 3	February 4, 2013	Addendum 9	June 12, 2013
Addendum 4	March 15, 2013	Addendum 10	June 27, 2013
Addendum 5	April 22, 2013	Addendum 11	July 17, 2013
Addendum 6	May 17, 2013	Addendum 12	July 26, 2013

The Proposer agrees that its Proposal will remain valid for 180 calendar days following the Proposal due date.

Organization: SNCF America, Inc.

By: Alain Leray

Title: President & CEO

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

SUBSCRIBED AND SWORN TO ME ON THIS:
1st DAY OF August, 2013

Teresa A. Baldwin
NOTARY PUBLIC

TERESA A. BALDWIN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES SEPTEMBER 15, 2017

My Commission Expires: 9/15/2017

FORM OF PROPOSAL

PROPOSAL OF Keolis Commuter Services, LLC

NAME Steve H. Townsend **TELEPHONE (617) 261-8590**

ADDRESS 101 Federal Street, Suite 1900, Boston, MA 02110

TO THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY:

The undersigned proposes to perform the Contract in accordance with the Contract Documents and for the price as stated in the Financing/Price Proposal. The undersigned also certifies that it has examined the site of the proposed work and the assets subject to the Contract and the Request for Proposals (RFP) before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

A) To execute the Contract and to furnish the irrevocable letter of credit in the amount specified in the Contract and, failing to do so, the Massachusetts Bay Transportation Authority (MBTA) may proceed to award the Contract to others.

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Addendum 5	April 22, 2013	Addendum 11	July 17, 2013
Addendum 6	May 17, 2013	Addendum 12	July 26, 2013

The Proposer agrees that its Proposal will remain valid for 180 calendar days following the Proposal due date.

Organization: Keolis Commuter Services, LLC

By: Steve H. Townsend S Townsend.

Title: President

STATE OF MA)
) ss
COUNTY OF SUFFOLK)

SUBSCRIBED AND SWORN TO ME ON THIS:
5th DAY OF August, 2013

NOTARY PUBLIC

My Commission Expires: 12/14/2018

ADRIAN POIANA
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 14, 2018

FORM OF PROPOSAL

PROPOSAL OF Keolis Rail Services America, LLC

NAME Steve H. Townsend TELEPHONE (301) 251-5612

ADDRESS 51 Monroe Street, Suite 601, Rockville MD 20842

TO THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY:

The undersigned proposes to perform the Contract in accordance with the Contract Documents and for the price as stated in the Financing/Price Proposal. The undersigned also certifies that it has examined the site of the proposed work and the assets subject to the Contract and the Request for Proposals (RFP) before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

A) To execute the Contract and to furnish the irrevocable letter of credit in the amount specified in the Contract and, failing to do so, the Massachusetts Bay Transportation Authority (MBTA) may proceed to award the Contract to others.

B) To furnish the parent company guarantees set out in the Contract as surety conditioned for the full, complete, and faithful performance of this Contract.

The Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

Number	Date	Number	Date
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Addendum 5	April 22, 2013	Addendum 11	July 17, 2013
Addendum 6	May 17, 2013	Addendum 12	July 26, 2013

The Proposer agrees that its Proposal will remain valid for 180 calendar days following the Proposal due date.

Organization: Keolis Rail Services America, LLC

By: Steve H. Townsend S Townsend.

Title: President

STATE OF MA)
) ss
COUNTY OF SUFFOLK)

SUBSCRIBED AND SWORN TO ME ON THIS:
5th DAY OF August, 2013

NOTARY PUBLIC

My Commission Expires: 12/14/2018

ADRIAN POIANA
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 14, 2018

FORM NS
NAMED SUBCONTRACTORS

Proposer Name: Keolis Commuter Services, LLC

Subcontractor name/contact	Address of head office	Telephone/facsimile/E-mail address	Percentage of proposed contract price	For two most recent contracts, list reference, telephone number, and E-mail address	
RM Technologies, Inc. (DBE) Rafael Guzman Sherri Dibarri	33 Franklin Street, 2nd floor, Lawrence, MA 01840	Phone: 978-794-0006 Fax: 978-794-1057 rguzman@rmtechnologies.com sdibarri@rmtechnologies.com	1.36%	Project: IRS Regional Service Center Location: Andover, MA Owner: US General Services Administration PBS Property Development Deborah Fournier, 10 Causeway St Boston, MA Point of contact: Keith Clark Tel: 978-222-9504 IH: URS Corporation Tel: 603-893-0616 Contact Person: David P. Ellis Scope: Environmental Remediation Contractor	Project: Weymouth Naval Shipyard Location: Weymouth, MA Owner: MASS Department of Transportation and Tri-Town Shore Development Point of contact: Bob Coutts Tel: 617-592-7938 IH: ATC Associates Inc. Woburn, MA Tel: 781-932-9400 Scope: Environmental Remediation and Demolition Contractor
CDW Consultants, Inc. (Civil & Environmental Engineers) (DBE)	40 Speen Street, Suite 301, Framingham, MA 01701	Phone: 508 875 2657 kcampbell@cdwconsultants.com acoutu@cdwconsultants.com	0.3%	Massachusetts Dept of Conservation and Recreation Point of contact: Robert Lowell Tel: 508-509-1757 robert.lowell@state.ma.us	Massachusetts Division of Capital Asset Management Point of contact: Kim Plunkett, Project Manager Tel: 617-727-4050 x225

FORM NS
NAMED SUBCONTRACTORS

Subcontractor name/contact	Address of head office	Telephone/facsimile/E-mail address	Percentage of proposed contract price	For two most recent contracts, list reference, telephone number, and E-mail address	
Ferreira Towing, Inc. (DBE) Mary Jo Ghynn	293 Littleton Road Chelmsford, MA 01824	Cell: 978-454-7914 maryjo@ferreiratowing.net	0.25%	MBCR Contract ARRA IFB # SDS 38742 Specialized transport tractor trailer and driver june 2012 to june 2013 Point of contact: Roland Cunniffe Tel: 617-222-6399	Madison Security Repair on fleet vehicles Point of contact: Richard Teh Tel: 860-462-3471
A.J. Cleaning Co., Inc. (DBE) Alvera Payne	34 Mallon Road Dorchester, MA 02121	Phone: 617-506-0210 Fax: 617-506-1634 alverapaynejones@hotmail.com Adriane@premierpaintfinishes.com	1%	Franklin Highlands Maloney Properties 278 Humboldt Ave Roxbury, MA 02121 Point of contact: Willie Andrews Tel: 617-442-1500 wandrews@maloneyproperties.com	Bank of America GBI-Avis 14 West Street Douglas, MA 01516 Point of contact: Mark Palange Tel: 508-476-1500 Mpalange@cox.net

FORM NS
NAMED SUBCONTRACTORS

Subcontractor name/contact	Address of head office	Telephone/facsimile/E-mail address	Percentage of proposed contract price	For two most recent contracts, list reference, telephone number, and E-mail address	
Keville Enterprises, Inc. (DBE) D.J. Mason III, P.E.	475 School Street, Suite 11, Marshfield, MA 02050	Phone: 781-837-3884 Fax: 781-837-4091 dmason@keville.com	0.26%	Z92PS24 MBTA Cost Estimating & Scheduling Contact: Mr. Horace Cooper, Director of Project Controls Tel: 617-222-5910 hcooper@mbta.com	Z92PS22 MBTA Claims Analysis Services; Contact: Mr. Horace Cooper, Director of Project Controls Tel: 617-222-5910 hcooper@mbta.com
Transit Safety Management (DBE) James Stoetzel	One East Main Street Georgetown, MA 01833	Phone: 978-352-4877 Fax: 978-352-7366 transitsafety@verizon.net	0.2%	San Joaquin Regional Rail Commission Safety plans, safety and FRA regulatory compliance audits, management training and development Contact: Brian Schmidt Director of Planning, Programming and Operations Phone: 209-944-6241 brian@acerail.com	Keolis Rail Services Virginia FRA regulatory compliance audits Contact: Gregg Baxter General Manager Phone: 703-369-6225 gbaxter@keolis.com
Facilities Management & Maintenance, Inc. (*applied for DBE status) James Cassetta	108 Maverick Street East Boston, MA 02128	Phone: 671-561-7003 Fax: 617-691-1594 jcassetta@workinc.org	0.1%	Commonwealth of Massachusetts: Wrentham Developmental Center Contact: Brian Sullivan, Operations Director Tel: 508-866-7480 x327	Commonwealth of Massachusetts: Hogan Regional School Contact: Leila Sarkis, Quality Service Manager Tel: 978-774-5000 x300

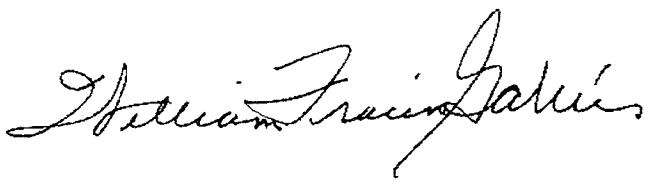
FORM NS
NAMED SUBCONTRACTORS

Subcontractor name/contact	Address of head office	Telephone/facsimile/E-mail address	Percentage of proposed contract price	For two most recent contracts, list reference, telephone number, and E-mail address	
Daven Corp. (DBE) Ruth Brown	300 Oak Street, Suite 730, Pembroke, MA 02359	Phone: 781-924-1756 Fax: 781-924-5117 davencorp@aol.com	0.07%	MBTA Contact: Wes Fjeldheim Tel: 617-222-5466 wfjeldheim@mbta.com	Mass Dot Contact: Ken Urato Tel: 508-541-4128 Ken.urato@state.ma.us
HNTB Philip Brake	HNTB Corporation, 715 Kirk Drive, Kansas City, MO 64105	Phone: 617-542-6900 Phone: 816-472-1201 PBrake@HNTB.com	0.5%	MBTA Design & Construction GEC, Paul Contact: Hadley Tel: 617-512-5999 phadley@mbta.com	MBTA Construction Management (CM) and Project Oversight Contact: Ed hunter Tel: 617-222-3117 ehunter@mbta.com
SYSTRA Contact: Michael Chieco	520 Eighth Avenue Suite 2100 New York, NY 10018	Phone: 212 494-9111 Fax: 212 494-9112 mchieco@systra.com	0.26%	Long Island Rail Road/Metro-North Railroad Positive Train Control Systems New York, NY Contact: Chris Calvagna Tel: 718-558-3538 ccalvag@lirr.org	Amtrak Amtrak Kingston Interlocking, Rhode Island also NJ High Speed Rail Improvements Program PM contract Contact: Joe Henry Tel: 215-349-1380 henryj@amtrak.com

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 22, 2013 05:56 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No.: **35-2478227**

(1a) The exact name of the limited liability company:

Keolis Commuter Services, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: **12/21/2012**

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Transportation Services

(5) The business address of its principal office:

51 Monroe Street Suite , Ste 601	**Monroe**	**MD**	**20850**

(6) The business address of its principal office in the Commonwealth, if any:

(7) The name and business address, if different from principal office location, of each manager:

See attached			

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
See Attached	

(9) The name and street address of the resident agent in the Commonwealth:

National Corporate Research, Ltd.

10 Milk Street, Suite 1055 **Boston** **MA** **02108**

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by *(by at least one authorized signatory)*: _____

I **National Corporate Research, Ltd.**,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

** Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.*

7 . Name of Each Manager (and business address when different) of Keolis Commuter Services, LLC

Arnaud Van Troeyen
Steve Townsend
Bruno Auger

Guy Kinkor 1-7 place aux Étoiles - 93212 LA PLAINE ST DENIS CEDEX
Diego Diaz 10 place de Budapest 75009 Paris

8 The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

Arnaud Van Troeyen
Steve Townsend
Bruno Auger

Guy Kinkor 1-7 place aux Étoiles - 93212 LA PLAINE ST DENIS CEDEX
Diego Diaz 10 place de Budapest 75009 Paris

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KEOLIS COMMUTER SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF JULY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "KEOLIS COMMUTER SERVICES, LLC" WAS FORMED ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5264327 8300

130904756

AUTHENTICATION: 0605389

DATE: 07-22-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "KEOLIS COMMUTER SERVICES, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2012, AT 1:17 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5264327 8100

121378685

AUTHENTICATION: 0092755

DATE: 12-21-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:21 PM 12/21/2012
FILED 01:17 PM 12/21/2012
SRV 121378685 - 5264327 FILE

STATE OF DELAWARE

LIMITED LIABILITY COMPANY

CERTIFICATE OF FORMATION

FIRST: The name of the Limited Liability Company is

KEOLIS COMMUTER SERVICES, LLC

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway Dover, Kent County, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The Company shall have the power to transact all lawful business of every kind and character for which companies may be organized under the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of KEOLIS COMMUTER SERVICES, LLC this 21st day of December, 2012.

By: _____
Ambre Nérinck-Seltzer
Authorized Person

KEOLIS COMMUTER SERVICES, LLC

POWER OF ATTORNEY

POINT OF CONTACT

KEOLIS COMMUTER SERVICES, LLC, a Delaware limited liability company registered to do business in the state of Massachusetts, (the "Proposer"), hereby irrevocably appoints Steve Townsend, with full power of substitution, as the Proposer's true and lawful attorney-in-fact and Point of Contact, with full, irrevocable power and authority in the Proposer's place and stead and in the Proposer's name to sign any and all documents for and on behalf of Proposer's organization relating to the Request for Qualifications for the Commuter Rail Procurement issued by the Massachusetts Bay Transportation Authority, as amended (the "RFQ"), including, without limitation, the Proposal, the Joint and Several Liability Documents and Contract (as such terms are defined in the Request for Proposals issued in connection with the RFQ), and do any and all things required to be done in connection with the RFQ, as fully and effectually as the Proposer could do. This power of attorney is coupled with an interest and shall be irrevocable.

KEOLIS COMMUTER, SERVICES, LLC

By: S Townsend.

General Manager

STATE OF Massachusetts)
COUNTY OF Suffolk) SS.:

On the 1st day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Teresa A. Baldwin
Notary Public
My Commission Expires 9/15/2017

MBTA
For the attention of Gerald Kelley
First Deputy General Counsel
Massachusetts Bay Transportation Authority
Legal Department, 7th Floor
Ten Park Plaza
Room 2810
Boston
MA 02116 - 3974

August 1, 2013

Statement of joint and several liability

With reference to the Request For Proposals, Instructions to Proposers RFP N° 159-12 (the "RFP") for the Commuter Rail Procurement issued by the Massachusetts Bay Transportation Authority ("MBTA") and specifically to §B2.2 of Appendix B to the Instructions to Proposers:

Keolis Rail Services America, LLC ("KRSA") and SNCF America, Inc. ("SNCF America") formed Keolis Commuter Services LLC (the "Proposer") on December 21, 2012. KRSA holds 60% of the membership interests of the Proposer and SNCF America owns the remaining 40%.

The Proposer intends to submit a Proposal (as defined in the RFP) to the MBTA on August 9, 2013.

We hereby confirm that, subject to the execution of a final and binding Contract (as defined in the RFP) between the MBTA and the Proposer, SNCF America will be jointly and severally liable with KRSA to the MBTA for any and all of the duties and obligations, including performance, of the Proposer assumed under the Proposal and under any Contract arising therefrom should the Proposal be accepted by the MBTA.

Yours sincerely,

SNCF AMERICA, INC.

By: _____
Alain Leray
President and CEO

SNCF AMERICA, INC.

POWER OF ATTORNEY

SNCF America, Inc. a Delaware corporation registered to do business in the state of Massachusetts, (the "Company") hereby irrevocably appoints, Alain Leray, with full power of substitution, as the Company's true and lawful attorney-in-fact with full, irrevocable power and authority in the Company's place and stead and in the Company's name to sign any documents for and on behalf of Company relating to the Request for Qualifications for the Commuter Rail Procurement issued by the Massachusetts Bay Transportation Authority, as amended (the "RFQ"), including, without limitation, the Proposal, Joint and Several Liability Documents and Contract (as such terms are defined in the Request for Proposals issued in connection with the RFQ), and do any and all things required to be done in connection with the RFQ, as fully and effectually as the Company could do. This power of attorney is coupled with an interest and shall be irrevocable.

SNCF AMERICA, INC.

By: _____

Alain Leray
Chief Executive Officer

STATE OF Massachusetts
COUNTY OF Suffolk) SS.:

On the 1st day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Alain Leray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

TERESA A. BALDWIN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES SEPTEMBER 15, 2017

_____
Notary Public
My Commission Expires 9/15/2017

MBTA
For the attention of Gerald Kelley
First Deputy General Counsel
Massachusetts Bay Transportation Authority
Legal Department, 7th Floor
Ten Park Plaza
Room 2810
Boston
MA 02116 - 3974

August 1, 2013

Statement of joint and several liability

With reference to the Request For Proposals, Instructions to Proposers RFP N° 159-12 (the "RFP") for the Commuter Rail Procurement issued by the Massachusetts Bay Transportation Authority ("MBTA") and specifically to §B2.2 of Appendix B to the Instructions to Proposers:

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We hereby confirm that, subject to the execution of a final and binding Contract (as defined in the RFP) between the MBTA and the Proposer, KRSA will be jointly and severally liable with SNCF America to the MBTA for any and all of the duties and obligations, including performance, of the Proposer assumed under the Proposal and under any Contract arising therefrom should the Proposal be accepted by the MBTA.

Yours sincerely,

KEOLIS RAIL SERVICES AMERICA, LLC

By: S Townsend.
Steve H. Townsend
President

KEOLIS RAIL SERVICES AMERICA, LLC

POWER OF ATTORNEY

KEOLIS RAIL SERVICES AMERICA, LLC, a Delaware limited liability company registered to do business in the state of Massachusetts (the "Company"), hereby irrevocably appoints Steve Townsend, with full power of substitution, as the Company's true and lawful attorney-in-fact with full, irrevocable power and authority in the Company's place and stead and in the Company's name to sign any documents for and on behalf of the Company relating to the Request for Qualifications for the Commuter Rail Procurement issued by the Massachusetts Bay Transportation Authority, as amended (the "RFQ"), including, without limitation, the Proposal, Joint and Several Liability Documents and Contract (as such terms are defined in the Request for Proposals issued in connection with the RFQ), and do any and all things required to be done in connection with the RFQ, as fully and effectually as the Company could do. This power of attorney is coupled with an interest and shall be irrevocable.

KEOLIS RAIL SERVICES AMERICA, LLC

By: _____

Gregg Baxter
Manager

STATE OF Virginia)
COUNTY OF Prince William) SS.:

On the 25 day of July in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Gregg Baxter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

My Commission Expires June 30, 2016

Keolis

August 9, 2013

Chief Procurement Officer
Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 2810
Boston, MA 02116

RE: RFP No. 159 - 12

To Whom It May Concern:

The undersigned hereby certifies that it does not have any potential, past, present or current organizational conflict of interest as explained at section 5.3 of the ITP to disclose.

Very truly yours,

Steve H. Townsend
President

101 Federal Street, Suite 1900
Boston, MA 02110
(617) 261-8591

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Steve H. Townsend, President, hereby certify
(Name and Title of Company Official)

on behalf of Keolis Commuter Services, LLC that:
(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 9th day of August, 2013.

By S Townsend,
(Signature of Authorized Official)

President
(Title of Authorized Official)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

S Townsend.

Signature of the Bidder or Proposer Authorized Official

Steve H. Townsend, President

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 35-2478227

August 9, 2013
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Massachusetts Bay Transportation Authority (MBTA) may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to the MBTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the MBTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the MBTA.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the MBTA may pursue available remedies including suspension and/or debarment.

BUY AMERICA CERTIFICATE

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

(Federally-assisted Contract)

SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661.5;

--OR—

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Signature _____ August 9, 2013 Date

President
Title

Keolis Commuter Services, LLC
Name of Company/Offerer

Affidavit of Non-Collusion

It shall be understood that any bid submitted to the MBTA is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF Massachusetts Date: August 5, 2013

COUNTY OF Suffolk S.S.

The undersigned being duly sworn, deposes and says that he/she is the

President
(Sole Owner; Partner, President, Treasurer, or Other Duty Authorized Official of a Corporation)

of Keolis Commuter Services, LLC
(Name of Firm as Appearing in Submitted Proposal)

and works in Rockville, MD
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Stuart Dench, President
(Signature and Title of Person Making Affidavit)

Sworn to before me this 5th day of Aug, 20 13

Notary Public:

My commission expires: 12/14/2018

ADRIAN POIANA
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 14, 2018

Certification of Compliance with Regulation 102 CMR 12.00

DEPENDENT CARE ASSISTANCE PROGRAM INCLUDING CHILD CARE

The undersigned hereby certifies that the Bidder is in compliance with Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations issued pursuant thereto, 102 CMR 12.00, and that the Bidder is either a qualified employer having fifty (50) or more full time employees and has established a dependent care assistance program, or offers its employees child care tuition assistance or on-site or near site subsidized child care placements, or is an exempt employer.

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: Stowasser

TITLE: President

DATE: August 9, 2013

Certification regarding Companies Doing Business with or in Northern Ireland

Pursuant to M.G.L. c.7, §§22C-F, the undersigned, being an authorized representative of the Bidder, hereby certifies under the pains and penalties of perjury that (check applicable item):

1. X The Bidder does not employ ten or more employees in an office or other facility located in Northern Ireland.

2. ____ The Bidder does employ ten or more employees in an office or other facility located in Northern Ireland and certifies that:

   (a) ___ The Bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and

   (b) ___ The Bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and

   (c) ___ The Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for sue or deployment in Northern Ireland.

3. ____ The Bidder does not certify to either 1 or 2. (a-c) above.

Signed under the pains and penalties of perjury this 5th day of August, 2013

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: Stannard,

TITLE: President

DATE: August 9, 2013

CONFIDENTIAL INFORMATION AGREEMENT

BY THIS AGREEMENT, effective August 9, 2013, the Massachusetts Bay Transportation Authority (hereinafter "MBTA" or "Authority") and Keolis Commuter Services, LLC (hereinafter "KCS") agree as follows:

MBTA will provide certain Confidential Information related to the Commuter Rail Procurement to potential Proposers. MBTA will provide this information for use during the Proposal preparation period in written or electronic form. Similarly, the Proposer may create certain Confidential Information related to the Commuter Rail Procurement during the Proposal preparation period in written or electronic form, including photographs, plans, communications, and/or records exchanged during site visits.

"Confidential Information" includes proprietary or trade secret information, records relating to the security or safety of transportation infrastructure, other information submitted from or on behalf of any of the Proposers submitting Proposals in response to the Commuter Rail Procurement RFP, all deliberative procurement materials, and/or any other information that might be considered exempt pursuant to the Massachusetts Public Records Law. Any Confidential Information shall be identified as confidential by the MBTA in a timely manner.

During the Proposal preparation period, KCS will treat Confidential Information as such and agrees not sell, transfer, disclose, display or otherwise make available to anyone any part of such Confidential Information without prior written consent of the Authority. KCS further agrees to limit access to Confidential Information to those of its employees, subcontractors, suppliers, and agents reasonably requiring access for the purposes of preparing a Proposal in response to Commuter Rail Procurement Request for Proposals, and who are obligated to treat the information in the way provided for herein with regard to confidentiality, use, and non-disclosure.

KCS agrees to return or destroy in an MBTA-approved manner all Confidential Information at any time upon request by the MBTA.

This Agreement shall be effective for the proposal preparation period of December 11, 2012 through December 31, 2013, unless otherwise extended by the MBTA.

The foregoing is understood and agreed to.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____

Title: _____

Date: _____

PROPOSER

Name: Keolis Commuter Services, LLC

By: Steve H. Townsend

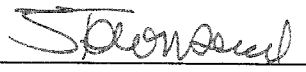
Title: President

Date: August 9, 2013

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with any Conflict of Interest terms stated in the Operating Agreement.

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: August 9, 2013

MBTA RETIREE CERTIFICATION

In accordance with Section 3.3 of the MBTA Hiring of MBTA Retirees Policy dated June 5, 2009, THE CONSULTANT AND/OR CONTRACTOR IS REQUIRED TO NOTIFY THE MBTA THAT AN MBTA RETIREE HAS BEEN INCLUDED AS A MEMBER OF ITS TEAM.

Every consultant and/or contractor is required to notify the MBTA as part of the bidding process that an MBTA retiree will be included as a member of its team. The consultant and/or contractor shall be required to provide the name and date of retirement for each MBTA retiree on the team. Every MBTA retiree working for the MBTA under this condition shall do so in accordance with M.G.L., Chapter 268A, Section 5.

Project Name: MBTA Commuter Rail Procurement RFP No. 159-12

Is a MBTA Retiree(s) presently included as a member of the team? Yes_X____ No_____

If you responded "yes" to the above question, the Contractor certifies that the following MBTA Retirees are assigned to the team for this contract.

Firm Name (Please Print)	**Retiree Name**	**MBTA Retirement Date**
Keolis Commuter Services, LLC	Thomas F. McCarthy	December, 2004

Signature of Authorized Official: Townsend.

Printed Name and Title: Steve H. Townsend, President

Company Name: Keolis Commuter Services, LLC

Date: August 9, 2013

If additional space is required, please enclose attachments to be included with your proposal.

PROHIBIT USE OF UNDOCUMENTED WORKERS CERTIFICATION

The Bidder agrees to comply with Massachusetts Executive Order 481, which applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CERTIFICATION:

As evidenced by the signature of the Bidder's Authorized Signatory below, the Bidder certifies under the pains and penalties of perjury that the Bidder shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Bidder shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Bidder shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Bidder understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Bidder to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Keolis Commuter Services, LLC
Company Name

Date: August 9, 2013

STownsend
Bidder Authorizing Signature

Steve H. Townsend
Print Name

Title: President

Telephone: (617) 261-8590

Fax: (301) 251-5616

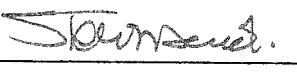
Email: stownsend@keolis.com

The Bidder is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Bidder that are filed with the contracting Department.

RIGHT-OF-WAY SAFETY TRAINING REQUIREMENTS CERTIFICATION

The undersigned hereby certifies that the Bidder, if awarded this Contract, shall be in full compliance with the MBTA Right-of-Way Safety Awareness Training Requirements as stated in the Operating Agreement.

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: August 9, 2013

Right-To-Know Law Certification

The undersigned hereby certifies that the Bidder, if awarded this Contract, will fully comply with the Massachusetts Right-to-Know Law, Chapter 470 of the Acts of 1983 (the "Act"), including:

1. Obtaining a Materials Safety Data Sheet, (MSDS) for all substances or mixtures of substances that appear on the Massachusetts Substance List that the Contractor or any of its subcontractors brings to or uses on the work site and will keep a copy of that MSDS on the work site of this Contract.

2. Labeling each container of a substance or mixture of substances on the Massachusetts Substance List as required in Section 7 of the Act.

3. Providing the same training and non-technical instruction that the Contractor is required to provide under Section 15 of the Act to all MBTA employees who are exposed to the substance or to the mixture of substances. Training shall include instruction of the nature and effects of any substance or mixture of substances listed on the Massachusetts Substance List, which the Offeror or any of his/her subcontractors brings to or uses on the worksite.

4. Providing to MBTA employees on the work site the same protective equipment that the Contractor and its subcontractors provide to its employees.

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: [signature]

TITLE: President

DATE: August 9, 2013

SECURITY REQUIREMENTS CERTIFICATION

The undersigned hereby certifies that the Bidder, if awarded this Contract, shall comply with the MBTA's Security Requirements as stated in the Operating Agreement.

BIDDER'S NAME: Keolis Commuter Services, LLC

AUTHORIZED SIGNATURE: Stannard.

TITLE: President

DATE: August 9, 2013

Forms and Appendices Related to Disadvantaged Business Enterprises Plan and Program

DBE UTILIZATION CERTIFICATE

In connection with the performance of this Contract, the Operator will cooperate with MBTA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use good faith efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Operator shall complete and submit this DBE Utilization Certificate with its proposal and as part of the Contract.

What percentage and dollar value of the Contract will be supplied by certified DBEs?

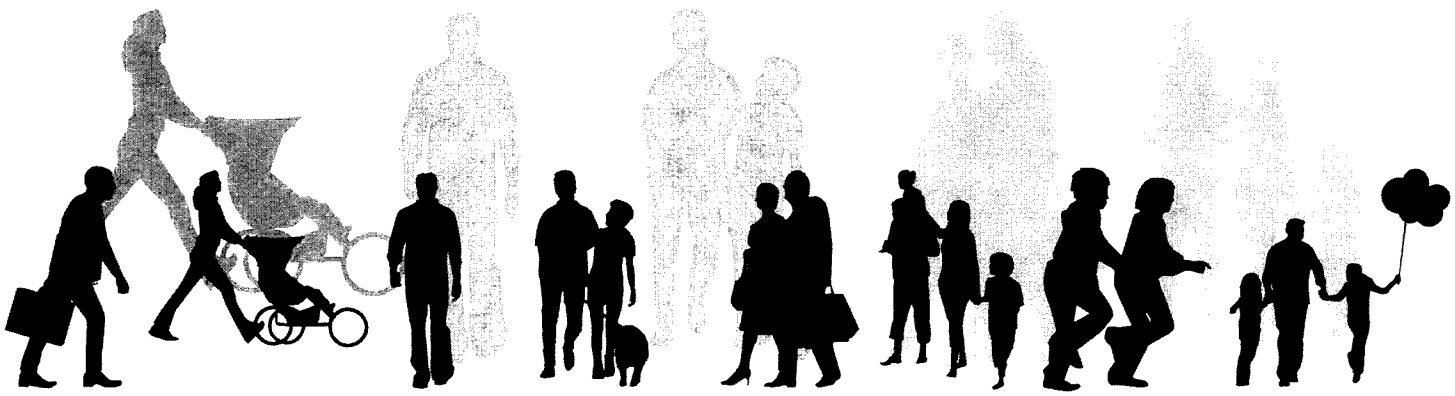
TOTAL DBE UTILIZATION: 17% = $10,103,808.

NOTE: For each DBE supplying or performing a percentage of the Contract amount, you must complete the attached DBE Participation Schedule.

If the Operator has not met the goals as specified above, the Operator shall attach documentation detailing its good faith efforts to meet the goals and justifying why the goals were not met.

I hereby certify that the above information is true and accurate to the best of my knowledge:

NAME: Steve H. Townsend
SIGNATURE: Townsend.
TITLE: President
DATE: August 9, 2013



DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for Keolis Commuter Services (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

Scheduling, Document Control, Project Management Support, Cost Estimating, Construction Inspection

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $ 750,000 / year.

Name of Disadvantaged Business Enterprise: Keville Enterprises, Inc.

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: 7/23/13

By: D. J. Mannetti
Name

Chief Operations Officer
Title

(Proposer shall submit this page for each DBE subcontractor)

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

January 17, 2013

Ms. Christine Keville
Keville Enterprises, Inc.
475 School Street, Suite 11
Marshfield, MA 02050

Dear Ms. Keville:

Congratulations! The Supplier Diversity Office (SDO), on behalf of the Massachusetts Unified Certification Program (MassUCP), is pleased to notify you we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned NAICS Code(s) 236220, 541512, 237310, 237990, 237130 and 237110 with the certified business description of CONSTRUCTION MANAGEMENT AND INSPECTION AND CAD, and will remain listed in our certified business directory. **This letter serves as sole and exclusive proof of your firm's DBE certification.**

As a DBE, you must inform SDO in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of February 15, 2014, and each year thereafter, please send SDO the following documents:

(1) Notarized originals of No Change Affidavit

(2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.

(3) A signed copy of your Personal Tax Returns

(4) If a sole proprietor, a **signed** copy of your complete tax return including the Schedule C. for year(s) indicated.

(5) All financial statements of your company for the year(s) indicated.

(6) A notarized statement of the number of full- and part-time employees (including owner) for each year indicated.

(7) Completed Personal Financial Statement and Statement of Disadvantage Forms. (see attached forms with instructions).

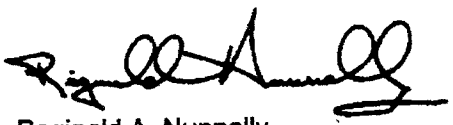
(8) For out of state companies, please provide a copy of your most recent certification letter from your home state.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

SDO reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual reviews, please contact Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,



Reginald A. Nunnally
Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for KEOLIS COMMUTER SERVICES (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

CONSTRUCTION CLEANING

FINAL CLEANING

JANITORIAL CLEANING

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $2,527,165.

Name of Disadvantaged Business Enterprise: A.J. CLEANING CO. INC.

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Date: 7/22/2013

Signature and Title of Authorized Official

By: _____
Name

SOLE OWNER / PRINCIPAL
Title

(Proposer shall submit this page for each DBE subcontractor)

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

May 31, 2013

Ms. Alvera Payne
A J Cleaning, Inc.
34 Mallon Road
Dorchester, MA 02121

Dear Ms. Payne:

The Supplier Diversity Office (SDO) is in receipt of your certification renewal information (application). This consists of your request to renew the certification of A J Cleaning, Inc. and the required certification renewal information and documentation. Accordingly, SDO has updated your file with this information and documentation. No substantive review of your company was done at this time. **This letter serves as sole and exclusive proof of your firm's SDO certification.**

Based on your certification renewal information (application), the certification of A J Cleaning, Inc. as a minority and woman-owned business enterprise (MBE and WBE) with the business description of CONSTRUCTION CLEANING, FINAL CLEANING AND JANITORIAL SERVICES has been renewed effective the date of this letter. The company will remain listed in the SDO Directory of certified businesses and The Massachusetts Central Register, which is published by the Office of the Secretary of State unless its certification is revoked. Unless revoked, this certification will last for a period of two years and will automatically expire as of April 28, 2015, unless by that date, the certification of the company is renewed again or the company is recertified.

To renew the company's certification at that time, you will need to submit the following information to SDO no later than 30 business days prior to April 28, 2015.

1) All company financial statements since the date of the company's then most recent SDO certification;
2) A signed copy of all U.S. Tax Returns and Schedules since the date of the company's then most recent SDO renewal;
3) Corporations must submit all Annual Reports/Letters of Good Standing filed with the Secretary of (YOUR) State since the date of the company's then most recent renewal; and

PLEASE NOTE THAT THE FOLLOWING ITEMS 4-6 CAN BE COMBINED ON ONE NOTARIZED STATEMENT

4) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that no significant changes affecting eligibility as a certified Minority/Minority-Women/Woman business enterprise have occurred since the

date of the company's then most recent date of SDO certification as defined in State regulations 425 CMR 2.00 The Massachusetts Supplier Diversity Office."

5) A notarized statement that indicates either "A or B" as referenced below.

A. "I certify under the pains and penalties of perjury that (Insert your Company Name) has not received any contract(s) as a result of having been SDO certified."

B. "I certify under the pains and penalties of perjury that: (Insert your Company Name) has received a contract(s) as a result of having been SDO certified." List all contract names, contract amounts and the names of the agencies with which you have contracted from the date of your last SDO renewal."

6) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that (Insert your Company Name) has (number) of employees for each year end given; include owner(s)."

Furthermore, you have a continuing duty to notify SDO of a change in any information that is relevant to the firm's certification eligibility and to ensure that the information and documentation relied upon by SDO to certify or to maintain the certification of the business enterprise is accurate, complete and not misleading. You are required to notify SDO in writing of any change of such information or documentation within thirty calendar days. By way of example and not limitation, any change in ownership, control, investment, ongoing or independence may be considered material. Failure to abide by the continuing duty requirements shall constitute grounds for the business entity's decertification.

Additionally, every six years, certified companies that wish to remain certified must undergo a substantive review of their certification status with a SDO certification specialist who will re-evaluate the company to determine whether it continues to meet the applicable certification criteria. If you wish to recertify your company when it becomes due for substantive review, you will need to submit the applicable recertification application and all required information and documentation to SDO no later than forty-five (45) business days prior to the date of certification expiration (i.e., the recertification date). At that time, a certification specialist will be assigned to evaluate your company and will make a report and recommendation to the Certification Committee (CC) on whether or not the company continues to meet the applicable certification criteria.

As provided above in 425 CMR 2.00, if your company has a change of address or telephone number, please send a signed letter within thirty days of the change on company letterhead to notify SDO of the new address or telephone number.

During the period of your certification, if you have any further questions regarding your certification renewal, please direct them to Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,

Reginald A. Nunnally
Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for Keolis Commuter Services (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

Environmental Consulting

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $3,546,557.00.

Name of Disadvantaged Business Enterprise: CDW Consultants, Inc.

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: July 22, 2013

By: Kathleen Campbell
Name

Vice President
Title

(Proposer shall submit this page for each DBE subcontractor)

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552
Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

May 14, 2013

Ms. Yee Cho
CDW Consultants, Inc.
40 Speen Street, Suite 301
Framingham, MA 01701

Dear Ms. Cho:

The Supplier Diversity Office (SDO) is in receipt of your certification renewal information. This consists of your request to renew the certification of **CDW Consultants, Inc.,** and the required certification renewal information and documentation. Accordingly, SDO has updated your file with this information and documentation. No substantive review of your company was done at this time. **This letter serves as sole and exclusive proof of your firm's SDO certification.**

Based on your certification renewal information, the certification of **CDW Consultants, Inc.,** as a Minority-Woman owned business enterprise **(M/WBE)** with the business description **of ENGINEERS AND ENVIRONMENTAL CONSULTANTS: HAZARDOUS MATERIALS AND LICENSED SITE PROFESSIONAL SERVICES, PERMITTING, ENVIRONMENTAL ANALYSIS, SOLID WASTE, CIVIL, SITE AND SANITARY ENGINEERING: AND SURVEYIGN AND LEED AP SERVICES** has been renewed effective the date of this letter. The company will remain listed in the SDO Directory of certified businesses and The Massachusetts Central Register, which is published by the Office of the Secretary of State unless its certification is revoked. Unless revoked, this certification will last for a period of two years and will automatically expire as of **April 18, 2015**, unless by that date, the certification of the company is renewed again or the company is recertified.

To renew the company's certification at that time, you will need to submit the following information to SDO no later than 30 business days prior to April 15, 2015.

1) All company financial statements since the date of the company's then most recent SDO certification;
2) A signed copy of all U.S. Tax Returns and Schedules since the date of the company's then most recent SDO renewal;
3) Corporations must submit all Annual Reports/Letters of Good Standing filed with the Secretary of (YOUR) State since the date of the company's then most recent renewal; and

PLEASE NOTE THAT THE FOLLOWING ITEMS 4-6 CAN BE COMBINED ON ONE NOTARIZED STATEMENT

4) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that no significant changes affecting eligibility as a certified Minority/Minority-Women/Woman business enterprise have occurred since the

date of the company's then most recent date of SDO certification as defined in State regulations 425 CMR 2.00 The Massachusetts Supplier Diversity Office."

5) A notarized statement that indicates either "A or B" as referenced below.

A. "I certify under the pains and penalties of perjury that (Insert your Company Name) has not received any contract(s) as a result of having been SDO certified."

B. "I certify under the pains and penalties of perjury that: (Insert your Company Name) has received a contract(s) as a result of having been SDO certified." List all contract names, contract amounts and the names of the agencies with which you have contracted from the date of your last SDO renewal."

6) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that (Insert your Company Name) has (number) of employees for each year end given; include owner(s)."

Furthermore, you have a continuing duty to notify SDO of a change in any information that is relevant to the firm's certification eligibility and to ensure that the information and documentation relied upon by SDO to certify or to maintain the certification of the business enterprise is accurate, complete and not misleading. You are required to notify SDO in writing of any change of such information or documentation within thirty calendar days. By way of example and not limitation, any change in ownership, control, investment, ongoing or independence may be considered material. Failure to abide by the continuing duty requirements shall constitute grounds for the business entity's decertification.

Additionally, every six years, certified companies that wish to remain certified must undergo a substantive review of their certification status with a SDO certification specialist who will re-evaluate the company to determine whether it continues to meet the applicable certification criteria. If you wish to recertify your company when it becomes due for substantive review, you will need to submit the applicable recertification application and all required information and documentation to SDO no later than forty-five (45) business days prior to the date of certification expiration (i.e., the recertification date). At that time, a certification specialist will be assigned to evaluate your company and will make a report and recommendation to the Certification Committee (CC) on whether or not the company continues to meet the applicable certification criteria.

As provided above in 425 CMR 2.00, if your company has a change of address or telephone number, please send a signed letter within thirty days of the change on company letterhead to notify SDO of the new address or telephone number.

During the period of your certification, if you have any further questions regarding your certification renewal, please direct them to Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,

Reginald A. Nunnally
Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for Keolis Commuter Services (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

Subcontracting services performing landscaping, Cleaning & Janitorial, Environmental and Vehicle maintenance related functions. Note* The amount reflects Year One (1): The estimated amount listed includes the following scopes: 1)Light maintenance(including annual tire replacement)& cleaning for 420 vehicle fleet 2) Cleaning,Landscaping & Rubbish 3)Environmental*

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $ 3,958,318.00 for year one*.

Name of Disadvantaged Business Enterprise: R.M. Technologies, Inc

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: 7/22/2013

By: Rafael Guzman
Name

President
Title

(Proposer shall submit this page for each DBE subcontractor)

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Jay Gonzalez
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

October 16, 2012

Mr. Rafael Guzman
R M Technologies, Inc.
33 Franklin Street
Lawrence, MA 01840

Dear Mr. Guzman:

Congratulations! The Supplier Diversity Office (SDO), on behalf of the Massachusetts Unified Certification Program (MassUCP), is pleased to notify you we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned NAICS Code(s) 562910, 238330 and 238910 with the certified business description of ASBESTOS ABATEMENT; FLOORING; SITE WORK; DEMOLITION AND DELEADING, and will remain listed in our certified business directory. **This letter serves as sole and exclusive proof of your firm's DBE certification.**

As a DBE, you must inform SDO in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of October 28, 2013, and each year thereafter, please send SDO the following documents:

(1) Notarized originals of No Change Affidavit

(2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.

(3) A signed copy of your Personal Tax Returns

(4) If a sole proprietor, a **signed** copy of your complete tax return including the Schedule C. for year(s) indicated.

(5) All financial statements of your company for the year(s) indicated.

(6) A notarized statement of the number of full- and part-time employees (including owner) for each year indicated.

(7) Completed Personal Financial Statement and Statement of Disadvantage Forms. (see attached forms with instructions).

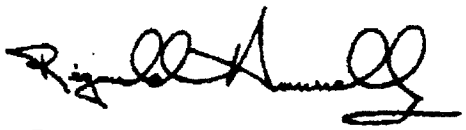
(8) For out of state companies, please provide a copy of your most recent certification letter from your home state.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

SDO reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual reviews, please contact Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,



Reginald A. Nunnally
Executive Director

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Jay Gonzalez
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

June 1, 2012

Mr. Rafael Guzman
R M Technologies, Inc.
33 Franklin Street
Lawrence, MA 01840

Dear Mr. Guzman:

The Supplier Diversity Office (SDO) is in receipt of your certification renewal information (application). This consists of your request to renew the certification of R M Technologies, Inc. and the required certification renewal information and documentation. Accordingly, SDO has updated your file with this information and documentation. No substantive review of your company was done at this time. **This letter serves as sole and exclusive proof of your firm's SDO certification.**

Based on your certification renewal information (application), the certification of R M Technologies, Inc. as a minority-owned business enterprise (MBE) with the business description of ASBESTOS ABATEMENT; FLOORING; SITE WORK; DEMOLITION AND DELEADING has been renewed effective the date of this letter. The company will remain listed in the SDO Directory of certified businesses and The Massachusetts Central Register, which is published by the Office of the Secretary of State unless its certification is revoked. Unless revoked, this certification will last for a period of two years and will automatically expire as of February 5, 2014, unless by that date, the certification of the company is renewed again or the company is recertified.

To renew the company's certification at that time, you will need to submit the following information to SDO no later than 30 business days prior to February 5, 2014.

1) All company financial statements since the date of the company's then most recent SDO certification;
2) A signed copy of all U.S. Tax Returns and Schedules since the date of the company's then most recent SDO renewal;
3) Corporations must submit all Annual Reports/Letters of Good Standing filed with the Secretary of (YOUR) State since the date of the company's then most recent renewal; and

PLEASE NOTE THAT THE FOLLOWING ITEMS 4-6 CAN BE COMBINED ON ONE NOTARIZED STATEMENT

4) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that no significant changes affecting eligibility as a certified Minority/Minority-Women/Woman business enterprise have occurred since the date of the company's then most recent date of SDO certification as defined in State regulations 425 CMR 2.00 The Massachusetts Supplier Diversity Office."

5) A notarized statement that indicates either "A or B" as referenced below.

A. "I certify under the pains and penalties of perjury that (Insert your Company Name) has not received any contract(s) as a result of having been SDO certified."

B. "I certify under the pains and penalties of perjury that: (Insert your Company Name) has received a contract(s) as a result of having been SDO certified." List all contract names, contract amounts and the names of the agencies with which you have contracted from the date of your last SDO renewal."

6) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that (Insert your Company Name) has (number) of employees for each year end given; include owner(s)."

Furthermore, you have a continuing duty to notify SDO of a change in any information that is relevant to the firm's certification eligibility and to ensure that the information and documentation relied upon by SDO to certify or to maintain the certification of the business enterprise is accurate, complete and not misleading. You are required to notify SDO in writing of any change of such information or documentation within thirty calendar days. By way of example and not limitation, any change in ownership, control, investment, ongoing or independence may be considered material. Failure to abide by the continuing duty requirements shall constitute grounds for the business entity's decertification.

Additionally, every six years, certified companies that wish to remain certified must undergo a substantive review of their certification status with a SDO certification specialist who will re-evaluate the company to determine whether it continues to meet the applicable certification criteria. If you wish to recertify your company when it becomes due for substantive review, you will need to submit the applicable recertification application and all required information and documentation to SDO no later than forty-five (45) business days prior to the date of certification expiration (i.e., the recertification date). At that time, a certification specialist will be assigned to evaluate your company and will make a report and recommendation to the Certification Committee (CC) on whether or not the company continues to meet the applicable certification criteria.

As provided above in 425 CMR 2.00, if your company has a change of address or telephone number, please send a signed letter within thirty days of the change on company letterhead to notify SDO of the new address or telephone number.

During the period of your certification, if you have any further questions regarding your certification renewal, please direct them to Ms. Nedra D. White, Certification Specialist, at (617) 502-8852.

Very truly yours,

Reginald A. Nunnally
Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for_____ (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:_____

YEARLY MASS State inspections
Fleet MAINTENANCE
Road Service
towing

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $ 730,800.00 .

Name of Disadvantaged Business Enterprise: FERREIRA towing Inc

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: 7/23/13

By: Mary J Flynn
Name

President
Title

(Proposer shall submit this page for each DBE subcontractor)

OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

January 28, 2013

Ms. Mary-Jo Glynn
Ferreira Towing, Inc.
293 Littleton Road, Route 110
Chelmsford, MA 01824

Dear Ms. Glynn:

Congratulations! The Supplier Diversity Office (SDO), on behalf of the Massachusetts Unified Certification Program (MassUCP), is pleased to notify you we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned NAICS Code(s) 488410 561990, 811111, 484121, 488490 and 484220 with the certified business description of TOWING; SPECIALIZED TRANSPORT OF CONSTRUCTION AND HEAVY EQUIPMENT UTILIZING LOWBED; LANDOLL, AND DUMP TRAILER SERVICES; RECOVERY AND REPAIR OF AUTOMOBILES AND LIGHT- MEDIUM- HEAVY-DUTY TRUCKS; FLEET MAINTENANCE; RELATED TRAFFIC CONTROL, TRUCKING; AND MASSACHUSETTS AUTHORIZED INSPECTION STATION FOR PASSENGER AND COMMERCIAL VEHICLES AND TRAILERS, and will remain listed in our certified business directory. **This letter serves as sole and exclusive proof of your firm's DBE certification**.

As a DBE, you must inform SDO in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of May 16, 2014, and each year thereafter, please send SDO the following documents:

(1) Notarized originals of No Change Affidavit

(2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.

(3) A signed copy of your Personal Tax Returns

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(4) If a sole proprietor, a **signed** copy of your complete tax return including the Schedule C. for year(s) indicated.

(5) All financial statements of your company for the year(s) indicated.

(6) A notarized statement of the number of full- and part-time employees (including owner) for each year indicated.

(7) Completed Personal Financial Statement and Statement of Disadvantage Forms. (see attached forms with instructions).

(8) For out of state companies, please provide a copy of your most recent certification letter from your home state.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

SDO reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual reviews, please contact Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,

Reginald A. Nunnally
Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for KEOLIS (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

Welding Supplies and Equipment
Technical + Safety Training
Repairs on Welding Equipment - Torches
Regulators and Welding Equipment

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $ 200 000.

Name of Disadvantaged Business Enterprise: DAVEN CORP

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: 6/21/13

By: Ruth G. Brown
Name

Pres
Title

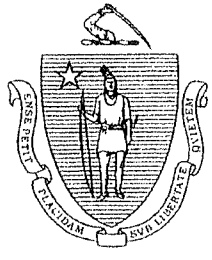
(Proposer shall submit this page for each DBE subcontractor)

On this 21st day of June 2013 before me, the undersigned notary public, personally appeared Ruth G. Brown and proved to me through satisfactory evidence of identification, which were MA Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Maureen Kelly Phillips

MAUREEN KELLY PHILLIPS, Notary Public
My Commission Expires January 18, 2019

Massachusetts Supplier Diversity Office



This Certificate Acknowledges and Recognizes that

Daven Corp.

Is certified as a Disadvantaged Business Enterprise (DBE)

Date Certified: 08/16/2012

Renewal Date: 08/16/2013

Massachusetts
Supplier Diversity Office
Fulfilling the Promise of Access and Opportunity

Reginald A. Sunnally, Executive Director

DBE LETTER OF INTENT (TO BE COMPLETED BY DBE FIRM)

The undersigned intends to provide goods and services in connection with the above-referenced RFP as a subcontractor for JCC (Proposer).

The Disadvantaged Business status of the undersigned is confirmed by the attached certification.

Description and type of work to be performed or material to be supplied by DBE firm:

2. SAFETY PROGRAM DEVELOPMENT AND MANAGEMENT
3. FRA RAIL SAFETY PLAN DEVELOPMENT AND COMPLIANCE AUDITING

The Proposer is committed to utilizing the below named DBE firm for the work described above. The estimated dollar value of this work is $ LOT ONE.

Name of Disadvantaged Business Enterprise: TRANSIT SAFETY MANAGEMENT, INC

The above work will not be sublet to a non-disadvantaged business enterprise at any tier. The undersigned will enter into a formal contract for the above work with the Proposer conditioned upon the Proposer's award and execution of a contract with the MBTA.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

If the Proposer does not receive award of the Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Signature and Title of Authorized Official

Date: 8/7/13

By: [signature]

Name

PRESIDENT

Title

(Proposer shall submit this page for each DBE subcontractor)

OSD
OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE
Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Jay Gonzalez
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

RECEIVED
BY: .....

July 25, 2012

Ms. Susan Madigan
Transit Safety Management, Inc.
One East Main Street
Georgetown, MA 01833

Dear Ms. Madigan:

Congratulations! The Supplier Diversity Office (SDO), on behalf of the Massachusetts Unified Certification Program (MassUCP), is pleased to notify you we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned NAICS Code(s) 541614 with the certified business description of CONSULTING SERVICES TO THE RAILROAD INDUSTRY FOCUSING ON SAFETY AND OPERATIONS MANAGEMENT, and will remain listed in our certified business directory. **This letter serves as sole and exclusive proof of your firm's DBE certification**.

As a DBE, you must inform SDO in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of August 9, 2013, and each year thereafter, please send SDO the following documents:

(1) Notarized originals of No Change Affidavit

(2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.

(3) A signed copy of your Personal Tax Returns

(4) If a sole proprietor, a **signed** copy of your complete tax return including the Schedule C. for year(s) indicated.

(5) All financial statements of your company for the year(s) indicated.

(6) A notarized statement of the number of full- and part-time employees (including owner) for each year indicated.

(7) Completed Personal Financial Statement and Statement of Disadvantage Forms. (see attached forms with instructions).

(8) For out of state companies, please provide a copy of your most recent certification letter from your home state.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

SDO reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual reviews, please contact Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,

Reginald A. Nunnally
Executive Director

DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for each Disadvantaged Business Enterprise (DBE) for which a percentage is given in the DBE Utilization Certificate. Also, please furnish the name and telephone number of the appropriate contact person should MBTA have any questions in relation to the information furnished herein.

Name of Supplier or Subcontractor	Address and Contact Information	Type of Service to be Performed or Material to be Supplied	NAIC Code(s)	Beginning	Duration	Agreed Price	Percent total proposal
Keville Enterprises, Inc.	145 Tremont Street Boston, MA 02111 D.J. Mason III	Scheduling, Document Control, Project Management Support, Cost Estimating, Construction Inspection	237310, 237110, 237990, 237130, 541512, 236220	07/01/2014	Contract Term	$750,000	0.26%
A.J. Cleaning	34 Mallon Road Dorchester, MA 02121 Alvera Payne	Construction Cleaning, Final Cleaning, Janitorial Cleaning	561720, 238990	07/01/2014	Contract Term	2,927,105	1%
CDW Consultants, Inc.	40 Speen Street, Suite 301 Framingham, MA 01701 Kathleen Campbell	Environmental Consulting	541620, 541330	01/01/2014	Contract Term	937,585	0.3%
R.M. Technologies	33 Franklin Street Lawrence, MA 01840 Rafael Guzman	Light Maintenance, Cleaning for Non-Revenue Fleet, Cleaning, Landscaping, Rubbish, Environmental	562910, 238330, 238910	07/01/2014	Contract Term	3,958,318	1.36%
Ferreira Towing, Inc.	293 Littleton Road, Route 110 Chelmsford, MA 01824 Mary-Jo Glynn	MA State Inspections, Fleet Maintenance, Road Service, Towing	488410, 561990, 811111, 484121, 488490, 484220	07/01/2014	Contract Term	730,800	0.25%
Daven Corp	300 Oak Street, Suite 730 Pembroke, MA 02359 Ruth Brown	Welding, Technical & Safety Training Repairs, Torches Regulations & Welding Equipment	423840	07/01/2014	Contract Term	200,000	0.07%

(Use additional sheet of paper, if necessary.)

Proposer Name: Keolis Commuter Services, LLC

Name of Contact Person: Steve H. Townsend

Telephone Number: (617) 261-8590

DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for each Disadvantaged Business Enterprise (DBE) for which a percentage is given in the DBE Utilization Certificate. Also, please furnish the name and telephone number of the appropriate contact person should MBTA have any questions in relation to the information furnished herein.

Name of Supplier or Subcontractor	Address and Contact Information	Type of Service to be Performed or Material to be Supplied	NAIC Code(s)	Beginning	Duration	Agreed Price	Percent total proposal
Transit Safety Management	1 East Main Street Georgetown, MA 01833 James Stoetzel	Safety Plans, Safety and FRA Regulatory Compliance Audits, Management Training and Development	541614	01/01/2014	Contract Term	$600,000	0.2%

(Use additional sheet of paper, if necessary.)

Proposer Name: Keolis Commuter Services, LLC

Name of Contact Person: Steve H. Townsend

Telephone Number: (617) 261-8590

DBE AFFIDAVIT

STATE OF MASSACHUSETTS Date: 7/23/13

COUNTY OF SUFFOLK

The undersigned being duly sworn, deposes and says that he/she is the

CHIEF OPERATIONS OFFICER
(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of KEVILLE ENTERPRISES, INC.
(Name of DBE)

043112591
(Federal ID number)

and certifies that since the date of its certification by

SDO
(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of

KEVILLE ENTERPRISES, INC.
(Name of DBE)

D.J. Mason III, CHIEF OPERATIONS OFFICER
(Signature and Title of Person Making Affidavit)

Sworn to before me this 23rd day of July, 2013.

Notary Public [signature]

My commission expires: Sept. 26, 2014

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

DBE AFFIDAVIT

STATE OF MASSACHUSETTS Date: 7-22-2013

COUNTY OF SUFFOLK

The undersigned being duly sworn, deposes and says that he/she is the

SOLE OWNER

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of A. J. CLEANING CO., INC

(Name of DBE)

80-0343580

(Federal ID number)

and certifies that since the date of its certification by

SDO

(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of A. J. CLEANING CO., INC.

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this 22 day of July, 2013

Notary Public ADRIANE PINA

My commission expires: 4-11-2019

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

ADRIANE PINA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 11, 2019

DBE AFFIDAVIT

STATE OF Massachusetts Date: July 22, 2013

COUNTY OF Middlesex

The undersigned being duly sworn, deposes and says that he/she is the

Vice President
(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of CDW Consultants, Inc.
(Name of DBE)

04-3099526
(Federal ID number)

and certifies that since the date of its certification by

May 14, 2013
(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of

CDW Consultants, Inc.
(Name of DBE)

Kathleen Campbell, Vice President
(Signature and Title of Person Making Affidavit)

Kathleen Campbell

Sworn to before me this 22 day of July, 2013.

Notary Public

My commission expires: August 6, 2013

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

JOANNE M CANNELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 6, 2013

DBE AFFIDAVIT

STATE OF Massachusetts Date: 7/22/2013

COUNTY OF Essex

The undersigned being duly sworn, deposes and says that he/she is the

President

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of R.M. Technologies, Inc

(Name of DBE)

04-3388335

(Federal ID number)

and certifies that since the date of its certification by

The Commonwealth of Massachusetts -The Supplier Diversity Office (SDO)

(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of R.M. Technologies, Inc

(Name of DBE)

Rafael Guzman, President

(Signature and Title of Person Making Affidavit)

Sworn to before me this 22 day of July, 20 13.

Notary Public

My commission expires: 6/25/2015

NOTE: The Proposer ~~must attach the DBE's most recent~~ certification letter or document to this affidavit.

Annie Rivera
Notary Public, Commonwealth of Massachusetts
My commission Expires 06/25/2015

DBE AFFIDAVIT

STATE OF Massachusetts Date: 7/23/13

COUNTY OF Middlesex

The undersigned being duly sworn, deposes and says that he/she is the

MARY JO GLYNN

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of FERREIRA towing INC.

(Name of DBE)

04-3503429

(Federal ID number)

and certifies that since the date of its certification by

SDO

(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of FERREIRA towing INC.

(Name of DBE)

Mary Jo Glynn President

(Signature and Title of Person Making Affidavit)

Sworn to before me this 23RD day of JULY, 2013.

Notary Public

ANTHONY J. KALIL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 18, 2019

My commission expires:

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

DBE AFFIDAVIT

STATE OF Massachusetts Date: June 21, 2013

COUNTY OF Plymouth

The undersigned being duly sworn, deposes and says that he/she is the

President

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of DAVEN CORP

(Name of DBE)

042895362

(Federal ID number)

and certifies that since the date of its certification by

Patti G. Brown

(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of

DAVEN CORP

(Name of DBE)

Patti G. Brown

(Signature and Title of Person Making Affidavit)

Sworn to before me this 21st day of June, 2013.

Notary Public Maureen Kelly Phillips

My commission expires:

MAUREEN KELLY PHILLIPS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 18, 2019

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

DBE AFFIDAVIT

STATE OF MASSACHUSETTS Date: 8/7/13

COUNTY OF ESSEX

The undersigned being duly sworn, deposes and says that he/she is the

PRESIDENT

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of TRANSIT SAFETY MANAGEMENT, INC.

(Name of DBE)

04-3264883

(Federal ID number)

and certifies that since the date of its certification by

SDO

(SDO, formally known as SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of

TRANSIT SAFETY MANAGEMENT INC.

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this 7 day of August, 2013.

Notary Public Paula Holmes Taylor

PAULA HOLMES TAYLOR
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 19, 2015

My commission expires:

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

Mobilization Price Form

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

SUMMARY

A.	Integration Team Labor (See Detail)	$6,612,060
B.	Integration Team Support/Admin Costs	
B1:	Mobilization Office Infrastructure/Setup Costs	$257,375
B2:	Office/Staff Support Costs	$760,945
C.	Service Readiness Costs	
C.1:	Personnel Recruitment/Training	$1,165,983
C.2:	Administration/Finance Readiness	$41,073
C.3:	Materials Management Readiness	$13,300
C.4:	Information Technology Readiness	$676,990
C.5:	Quality Assurance Readiness	$9,100
C.6:	Transportation Service Readiness	$293,064
C.7:	Mechanical Service Readiness	$22,865
C.8:	Engineering Service Readiness	$1,055,400
C.9:	Environmental Readiness	$54,000
C.10:	Safety/Regulatory/Security Readiness	$212,000
D.	Other Expenses	$355,000
E.	Fixed Fee	$922,332
Total Mobilization Costs		**$12,451,487**

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

A.	**Integration Team Labor (See Detail)**	$6,612,060
		$6,612,060

B. Integration Team Support / Admin Costs

B1: Mobilization Office Infrastructure / Setup Costs

B1.1	Office	$126,000
B1.2	Furniture	$24,000
B1.3	Printers/Fax	$10,000
B1.4	Telephones and Lines/Internet	$30,000
B1.5	Mob Office Network/Hardware & Software	$35,000
B1.6	Cellular Phones/Radios	$7,500
B1.7	Staff IDs	$12,375
B1.8	Other	$12,500
B1.9		
	Spare	
		$257,375

B2: Office / Staff Support Costs

B2.1	Office Supplies	$6,000
B2.2	Office Cleaning/Maintenance	$3,600
B2.3	Telephones/Useage	$3,000
B2.4	Cellular Phones/Useage	$12,000
B2.5	Computer (Hardware)	$15,600
B2.6	Office Utilities/Network	$30,000
B2.7	Postage	$3,000
B2.8	Payroll Services	$445
B2.9	Temporary housing & Hotels	$215,700
B2.10	Employee Travel	$205,000
B2.11	Employee Per Diem Expenses	$268,500
B2.12	Progress Report Expenses	$100
B2.13	Other	$1,000
B2.14		
B2.15		
	Spare	
		$760,945

C. Service Readiness Costs

C.1: Personnel Recruitment / Training

C1.1	Drug & Alcohol Testing	$110,330
C1.2	Pre-Employement Physicals	$561,680
C1.3	Background Checks	$127,883
C1.4	Orientation/Training (Materials)	$30,090
C1.5	IT Training	$24,000

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

C1.6	Employee Relocation	$312,000
C1.7		
C1.8		
C1.9		
C1.10		
	Spare	
		1,165,982.50

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

C.2: Administration / Finance Readiness

C2.1	Cost for Production of ODRL's	$11,900
C2.2	Payroll Services	$29,173
C2.3		
C2.4		
C2.5		
C2.6		
C2.7		
C2.8		
C2.9		
	Spare	
		$41,073

C.3: Materials Management Readiness

C3.1	Cost for Production of ODRL's	$13,300
C3.2		
C3.3		
C3.4		
C3.5		
C3.6		
C3.7		
C3.8		
C3.9		
	Spare	
		$13,300

C.4: Information Technology Readiness

C4.1	Cost for Production of ODRL's	$700
C4.2	Computer Software/Purchases & Licenses	$72,100
C4.3	Computer Software/Installation & Customization	$558,095
C4.4	Telephony Software	$46,095
C4.5		
C4.6		
C4.7		
C4.8		
C4.9		
	Spare	
		$676,990

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

C.5: Quality Assurance Readiness

C5.1	Cost for Production of ODRL's	$9,100
C5.2		
C5.3		
C5.4		
C5.5		
C5.6		
C5.7		
C5.8		
C5.9		
	Spare	
		$9,100

C.6: Transportation Service Readiness

C6.1	Cost for Production of ODRL's	$63,500
C6.2	Customer Service	$50,000
C6.3	Uniforms	$179,564
C6.4	Simulator	$0
C6.5		
C6.6		
C6.7		
C6.8		
C6.9		
	Spare	
		$293,064

C.7: Mechanical Service Readiness

C7.1	Cost for Production of ODRL's	$16,800
C7.2	Purchase of Equipment/Supplies for Joint Audit	$6,065
C7.3		
C7.4		
C7.5		
C7.6		
C7.7		
C7.8		
C7.9		
	Spare	
		$22,865

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

C.8: Engineering Service Readiness

C8.1	Cost for Production of ODRL's	$22,400
C8.2	Service Property/Support Property	$993,000
C8.3	Radios/Pagers	$40,000
C8.4		
C8.5		
C8.6		
C8.7		
C8.8		
C8.9		
	Spare	
		$1,055,400

C.9: Environmental Readiness

C9.1	Cost for Production of ODRL's	$14,000
C9.2	All Other Environmental Preparations	$40,000
C9.3		
C9.4		
C9.5		
C9.6		
C9.7		
C9.8		
C9.9		
	Spare	
		$54,000

C.10: Safety / Regulatory / Security Readiness

C10.1	Cost for Production of ODRL's	$7,000
C10.2	Purchase of Equipment Materials for Mobilization Staff	$5,000
C10.3	Purchase of Equipment Materials for Permanent Staff	$200,000
C10.4		
C10.5		
C10.6		
C10.7		
C10.8		
C10.9		
	Spare	
		$212,000

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

PRELIMINARY ITEMIZED BUDGET

D. Other Expenses

D1.1	Health Insurance	$117,000
D1.2	Automobile Liability Insurance	$28,000
D1.3	Pollution Liability Insurance	$15,000
D1.4	Security Package (Bonds, etc.)	$180,000
D1.5	Other	$15,000
D1.6		
D1.7		
D1.8		
D1.9		
	Spare	
		$355,000

E. Fixed Fee

E1.1	Fixed Fee	$922,332
		$922,332

Total Mobilization Costs **$12,451,487**

ATTACHMENT 7 TO APPENDIX B
MOBILIZATION PRICE FORM

INEGRATION TEAM LABOR - DETAIL

Employee Name	Position/ Responsibility	# Work Hours	Hourly Rate (Fully Loaded)	Total Labor Cost
NIOR MANAGEMENT				
George L. Hardwidge	General Manager	880	$176.65	$155,452
Gerald Francis	Deputy General Manager	880	$122.32	$107,642
Janet Carbonelli	Chief Transportation	880	$111.38	$98,014
Paul Garnett	Chief Mechanical Officer	880	$113.85	$100,188
Jean-Bruno Delrue	Chief Engineer	880	$105.50	$92,840
Benjamin Vautrin	Director - Finance, Accounting and Administration	880	$123.17	$108,390
Ronan Coatanea	Director - Customer Service	880	$130.19	$114,567
Justin R. Vonashek	Director - Safety, Security, Emergency Preparedness, Emergency Response and Regulatory Compliance	880	$105.78	$93,086
Franck Dubourdieu	Director - Quality & Environmental Services	880	$94.98	$83,582
TBD	Director - Human Resources & Training	880	$82.35	$72,468
TBD	Director – EEO, Diversity and DBE Management	880	$73.44	$64,627
TBD	Chief Information Officer	880	$94.98	$83,582
TBD	General Counsel & Labor Affairs	880	$113.66	$100,021
ADMINISTRATION/FINANCE/HUMAN RESOURCES READINESS				
TBD - C.1 Personnel Recruitment and Training	Legal/Labor Relations	350	$300.00	$105,000
TBD - C.1 Personnel Recruitment and Training	Legal/Labor Relations	350	$300.00	$105,000
TBD - C.2 Administration/Finance Readiness	Administrative/Finance Manager	880	$125.00	$110,000
TBD - C.2 Administration/Finance Readiness	Administrative Assistant	880	$100.00	$88,000
TBD - C.2 Administration/Finance Readiness	Administrative Assistant	880	$100.00	$88,000
TBD - C3 Materials Management	Purchasing Specialist	520	$125.00	$65,000
TBD - C3 Materials Management	Inventory Control Specialist	880	$125.00	$110,000
TBD - C.4 IT	SLA's Reporting and Automatization	880	$100.00	$88,000
TBD - C.4 IT	SLA's Reporting and Automatization	880	$100.00	$88,000
TBD - C.4 IT	IT Specialist	880	$100.00	$88,000
TBD - C.4 IT	IT Specialist	880	$100.00	$88,000
TBD - C.4 IT	IT Specialist	880	$100.00	$88,000
TBD - C.5 Quality	Quality Specialist	880	$150.00	$132,000
TBD - C.5 Quality	Quality Specialist	880	$150.00	$132,000
TBD - C.9 Environmental Services	Environmental Specialist	950	$144.90	$137,655
TBD - C.9 Environmental Services	Environmental Specialist	950	$124.20	$117,990
TBD - C.9 Environmental Services	Environmental Specialist	950	$103.50	$98,325
TBD - C.9 Environmental Services	Environmental Specialist	950	$103.50	$98,325
TBD - C.9 Environmental Services	Environmental Specialist	950	$72.45	$68,828
TBD - C.9 Environmental Services	Environmental Specialist	950	$72.45	$68,828
TBD - C.10 Safety/Regulatory/Security Readiness - Thomas McCarthy	Security Liaison to the MBTA Police	260	$150.00	$39,000
TBD - C.10 Safety/Regulatory/Security Readiness	Safety/Regulatory Specialist	700	$125.00	$87,500
Arthur D. Little - C.10 Safety/Regulatory/Security Readiness	Auditor	300	$200.00	$60,000
Arthur D. Little - C.10 Safety/Regulatory/Security Readiness	Auditor	300	$150.00	$45,000
TRANSPORTATION				
TBD - C.6 Transportation Service Readiness	Senior Rail Operations/Management Specialist	700	$200.00	$140,000
TBD - C.6 Transportation Service Readiness	Rail Operations/Management Specialist	700	$125.00	$87,500
TBD - C.6 Transportation Service Readiness	Rail Operations/Management Specialist	350	$125.00	$43,750
D - C.6 Transportation Service Readiness	Performance Specialist	350	$125.00	$43,750
D - C.6 Transportation Service Readiness	Planning Specialist	350	$125.00	$43,750
MECHANICAL SERVICES READINESS				
TBD - C.7 Mechanical Service Readiness	Mechanical Project Manager	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Technical Writer	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Technical Writer	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Locomotive Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Locomotive Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Locomotive Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Coach Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Coach Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Facility Maintenance Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Maintenance Production Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Maintenance Engineering Specialst	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Lean Specialist	880	$150.00	$132,000
TBD - C.7 Mechanical Service Readiness	Supply Chain Specialist	880	$80.00	$70,400
ENGINEERING SERVICES READINESS				$0
TBD - C.8 Engineering Service Readiness	Engineering Services Project Manager	880	$150.00	$132,000
TBD - C.8 Engineering Service Readiness	Maintenance Engineering/Lean Specialist	680	$175.00	$119,000
TBD - C.8 Engineering Service Readiness	Track Specialist	360	$175.00	$63,000
TBD - C.8 Engineering Service Readiness	Track Specialist	200	$175.00	$35,000
TBD - C.8 Engineering Service Readiness	Track Specialist	520	$175.00	$91,000
TBD - C.8 Engineering Service Readiness	Communications & Signals Specialist	480	$175.00	$84,000
TBD - C.8 Engineering Service Readiness	Communications & Signals Specialist	560	$175.00	$98,000
TBD - C.8 Engineering Service Readiness	Bridges & Building Specialist	320	$175.00	$56,000
TBD - C.8 Engineering Service Readiness	Bridges & Building Specialist	520	$150.00	$78,000
TBD - C.8 Engineering Service Readiness	Stations & Facilities	560	$150.00	$84,000
TBD - C.8 Engineering Service Readiness	Automotive & Work Equipment Specialist	880	$150.00	$132,000
TBD - C.8 Engineering Service Readiness	Electrical Specialist	360	$150.00	$54,000
TBD - C.8 Engineering Service Readiness	Force Account Specialist	680	$150.00	$102,000
Spare				
Integration Team Labor - Total		50490		$6,612,060

Mobilization Cost Proposal – Detail and Assumptions

Our Mobilization Team, which will have approximately 15-20 full time members and a variety of subject matter experts from the U.S. and Europe, will have a significant number of principal tasks to be completed to the MBTA's satisfaction and approval during Mobilization. These tasks include, but are not limited to:

- There are approximately 170 ODRL's to be prepared, submitted to the MBTA in draft form, reviewed, finalized and approved. The ODRL's include plans, programs and documentation governing Mobilization Management, Staffing/Personnel/Training, Material Management, Quality Assurance, Transportation Services, Mechanical Services, Engineering Services, Environmental, Safety/Security/Regulatory and Customer Service

- In concert with the MBTA, the conduct of a comprehensive Joint Audit of the commuter rail system, property and equipment

- Interviewing, screening, testing, evaluating and making offers of employment to the approximately eligible 2,000 members of the current operators workforce

- Finalizing job assignments for all managers and employees and assuring that every individual understands his/her assignment and is prepared to safely and proficiently discharge the duties and responsibilities of the position upon the commencement of service operation

- Developing, installing, testing and assuring the functionality of the new Information Technology system required by the RFP, including providing the complete range of required management reports to both KCS and MBTA managers

- Developing and implementing all of the business systems and functions that will be required for KCS to safely and successfully manage the commuter rail service, assure responsiveness to the MBTA and full contract compliance and provide human resource and employment services to our workforce, including the critical issue of weekly payroll issuance, which will be tested by running parallel with the existing system of the current operator for five weeks

- Acquiring and putting into service all of the equipment, tools, machinery and vehicles necessary to support the provision of service, including any needed vehicles not available from the current operator or the MBTA, communications equipment, safety equipment, office equipment, furniture supplies and machinery.

- Meeting frequently with the MBTA to assure full coordination of all Mobilization activity and complete service readiness for a safe, seamless transition on Commencement Day

Mobilization Cost Proposal – Detail and Assumptions

Chart B-1: Cost Detail **B.1 – MOBILIZATION OFFICE INFRASTRUCTURE / SETUP COSTS**

COST ESTIMATE DETAILS

B 1.1 Office	25 mobilization staff requiring office space **$21,000.00** lease cost per month **$126,000.00** total cost
B 1.2 Furniture	25 integration staff requiring office space **$24,000.00** total cost
B 1.3 Printers / Fax	2 Printers / Fax $5,000.00 per machine **$10,000.00** total cost
B 1.4 Telephones and Lines/Internet	$15,000.00 Telephony Hardware (VOIP) $15,000.00 Network Equipment and Black Fiber **$30,000.00** total cost
B 1.5 Mob Office Network (Hardware & Software)	**$35,000.00** total cost
B 1.6 Cellular Phones / Radios	25 mobilization staff requiring cell phones $300.00 per employee **$7,500.00** total cell phone purchase
B 1.7 Staff IDs	50 mobilization staff requiring staff IDs $7.5 cost per ID **$375.00** ID charge for mobilization staff 2,000 permanent staff needing IDs $7.5 cost per ID **$12,000.00** ID charge for mobilization staff
B 1.8 Other	**$12,500.00** miscellaneous other furnishings including TV set, 2 Digital Cameras, Coffee Makers, Microwave Over, refrigerator, Water Dispenser / Cooler, First Aid Kits

Chart B.2: Cost Detail

B.2 – MOBILIZATION OFFICE / STAFF SUPPORT COSTS

COST ESTIMATE DETAILS

B 2.1 Office Supplies	**$6,000.00** total cost
B 2.2 Office Cleaning / Maintenance	**$3,600.00** total cost
B 2.3 Telephones / Useage	**$3,000.00** total cost
B 2.4 Cellular Telephones	25 mobilization staff requiring cell phones $80.00 per month per phone **$12,000.00** total cost
C. 2.5 Computer Hardware	13 laptops $1,200.00 per laptop **$15,600.00** total cost
B 2.6 Office Utilities/Network	**$30,000.00** total cost
B 2.7 Postage	$500.00 total cost per month **$3,000.00** total cost
B 2.8 Payroll Services (KTBS Payroll)	$44.5 for 15 key personnel for 1 month **$445.13** total for 5 months for key personnel
B 2.9 Temporary Housing/Hotel	5 mobilization staff requiring temporary housing $4,500.00 per person per month $112,500.00 Misc. travel hotels $103,200 **$215,700** total cost
B 2.10 Employee Travel	Air travel costs **$205,000.00** total cost
B 2.11 Employee Per Diem Expenses	15 mobilization staff with associated per diem costs $100 per diem cost per person per day 179 total days in mobilization **$268,500.00** total cost
B 2.12 Report Expenses	**$600.00** total cost / off-site copy
B 2.13 Other	**$6,000.00** total cost

Chart C.1: Cost Detail C.1 – SERVICE READINESS – PERSONNEL RECRUITMENT / TRAINING

COST ESTIMATE DETAILS

C 1.1 Drug / Alcohol Testing	2,006 total employee drug / alcohol tests $55.00 per person **$110,330.00** total cost
C 1.2 Pre-employment Physicals	2,006 total pre-employment physicals $275.00 per person **$561,680.00** total cost
C 1.3 Background Checks	2,006 total background checks $63.75 per person **$127,882.50** total cost
C 1.4 Orientation/Training Materials Cost	2,006 total employees for training $15.00 cost per employee **$30,090.00** total employee material cost
C 1.5 IT Training	**$24,000.00** total cost
C 1.6 Employee Relocation	3 employees eligible for domestic relocation $15,000 cost per employee for permanent relocation $45,000.00 total cost 3 employees eligible for international relocation $54,000 cost per employee for permanent relocation $35,000 allowance $267,000.00 total international relocation cost **$312,000.00** total cost relocation

Chart C-2: Cost Detail

C.2 – SERVICE READINESS – ADMIN / FINANCE READINESS

COST ESTIMATE DETAILS

C.2.1 Cost for Production of Deliverables	17 deliverables $700.00 **$11,900.00 total cost**
C 2.2 Payroll Services	$2.6 cost per employee per week $18,679.53 total cost per month (1795 employees) $2.97 per manager $1,253.34 total cost per month $19,932.87 total cost per month for all org $9,000.00 Conversion Fee $200 for 2 Quarterly Packages $40 for Admin Fee End **$29,172.87 total cost**

Chart C.3: Cost Detail

C.3 – MATERIALS MANAGEMENT READINESS

COST ESTIMATE DETAILS

C.3.1 Cost for Production of Deliverables	19 deliverables $700.00 **$13,300.00** total cost

Chart C.4: Cost Detail

C.4 – INFORMATION TECHNOLOGY READINESS

COST ESTIMATE DETAILS

C.4.1 Cost for Production of Deliverables	1 deliverable $700.00 **$700.00** total cost
C 4.2 Computer Software (Purchases & Licenses)	$70,000.00 for MS Windows and Office $2,100.00 for Outlook and Exchange services **$72,100.00** total cost
C 4.3 Computer Software (Installation & Customization)	$500,000.00 for ITP/Service Desk Software/Cust. Service Software $46,095.00 for RFIP $12,000.00 for Windows Server (w/3 year support) **$558,095.00** total cost
C 4.4 Telephony Software	**$46,095.00** total cost

Mobilization Cost Proposal – Detail and Assumptions

Chart C.5: Cost Detail

C.5 – QUALITY ASSURANCE READINESS

COST ESTIMATE DETAILS

C 5.1 Cost for Production of Deliverables	13 deliverables **$9,100.00** total cost

Chart C.6: Cost Detail

C.6 – TRANSPORTATION SERVICE READINESS

COST ESTIMATE DETAILS

C 6.1 Cost for Production of Deliverables	635 employees (rulebooks, etc.) $150.00 per employee **$63,500.00** total cost
C. 6.2 Customer Service Costs	**$50,000.00** Development of materials and procedures for public information, lost and found, complaint management, revenue handling, on-board passenger information, includes development and printing costs
C 6.3 Uniforms (Rental)	514 employees $14.06 per employee **$7,226.84** total cost
Uniforms (Purchase)	374 employees (Conductors, Assistant Conductors and Customer Service Representatives) $382 per employee $142,868.00 140 Locomotive Engineers $29,470.00 **$172,338.00** total cost
C 6.4 Simulator	**$0** (at our own cost)

Chart C.7: Cost Detail

C.7 – MECHANICAL SERVICE READINESS

COST ESTIMATE DETAILS

C.7.1 Cost for Production of Deliverables	24 deliverables $700.00 per deliverable **$16,800.00** total cost
C 7.2 Purchase of Equipment/Supplies for Mobilization Inspections	**$6,065.00**

Chart C-8: Cost Detail

C.8 – ENGINEERING SERVICE READINESS

COST ESTIMATE DETAILS

C.8.1 Cost for Production of Deliverables	32 deliverables 700.00 per deliverable **$22,400.00 total cost**
C 8.2 Service Property / Support Property	$150,000.00 Purchases needed for Commencement Date $35,000.00 per vehicle $700,000.00 for 20 vehicles $55,000 for leasing 20 vehicles during the first 60 days $60,000 total for gas $10,000 total for maintenance $18,000 total for 36 GPS systems **$993,000.00** total cost
C 8.3 Radios / Pagers	Car Mounted Two Way Radios Assume all radios are owned by the MBTA Assume repl/renewal of 80 handhelds at $500/ea or equip radio equivalents **$40,000.00** total cost

Mobilization Cost Proposal – Detail and Assumptions

Chart C.9: Cost Detail

C.9 – ENVIRONMENTAL READINESS

COST ESTIMATE DETAILS

C 9.1 Cost for production of deliverables	20 deliverables 700.00 per deliverable **$14,000.00 total cost**
C 9.2 All other environmental preparations	**$40,000.00 total cost**

Chart C.10: Cost Detail

C.10 – SAFETY/REGULATORY/ SECURITY READINESS

COST ESTIMATE DETAILS

C.10.1 Cost for production of deliverables	10 deliverables $700.00 each **$7,000.00 total cost**
C.10.2 Purchase of equipment/materials for mobilization staff	20 KCS headcount requiring equipment $150.00 cost per person for hardhats, safety glasses, work gloves, flashlights $3,000.00 subtotal 20 KCS headcount requiring work boots $100.00 cost per pair $2,000.00 subtotal **$5,000.00 total cost**
C.10.3 Purchase of equipment/materials for permanent staff	2,000 employees $100.00 per employee **$200,000.00 total cost**

Chart D.1: Cost Detail D.1 – OTHER EXPENSES

KEY ASSUMPTIONS

Draft Operating Agreement requires that all insurance shall be in place prior to the start of the Mobilization period, which will necessitate the payment of annual premiums during the Mobilization period.

COST ESTIMATE DETAILS

D 1.1 Health insurance	13	new hires
	$9,000.00	cost per employee per month for health
	$117,000.00	estimated health cost
D 1.2 Automobile liability insurance	**$28,000.00**	
D 1.3 Pollution liability insurance	**$15,000.00**	
D 1.4 Security Package (Performance Bond: $20 million)	**$180,000.00**	
D 1.5 Other	**$15,000.00**	

Supplemental Appendices to Safety

APPENDIX 2-1:
Keolis Commuter Services General Safety Policy

Keolis Commuter Services

KEOLIS COMMUTER SERVICES GENERAL SAFETY POLICY

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Keolis Commuter Services (KCS)'s Commitment to Rail Safety

Safety is always our first priority and takes precedence over all other considerations. In all of our rail operations, KCS will implement and maintain a culture of **Total Safety** for our customers, our employees and the communities which we serve.

Oversight, direction and governance for safety in all of our rail operations will be provided by the KCS General Safety Committee (GSC), comprised of the President of KCS, the General Managers and the Managers of Safety from each KCS rail operation or service, and will be consistent with the KCS System Safety Program Plan which applies to all KCS rail operations and services and is included in this General Safety Policy as Attachment 1. The Keolis Rail Director will be an ex officio member of the Committee. The General Safety Committee, which will meet at least at least twice a year, will be responsible for:

- Providing direction and guidance to all KCS rail operations and services on all matters pertaining to safety
- Reviewing the safety activities and safety results of each of these operations
- Updating, revising and enhancing the Rail Safety Management Policies contained in this document, which govern all of KCS's rail activities.

The GSC will also facilitate the sharing of best practices and the development of preventive and corrective actions to achieve safety objectives.

In addition to the activities of the GSC, each KCS rail operation and service, under the direction of its General Manager, will define and establish specific accountability, responsibility, standards and procedures to be applied in its specific operating environment. The management team at each rail property where KCS is providing services will be accountable for safety and is expected to lead by personal example, ensuring full compliance with applicable standards, regulations and contractual requirements. The hallmark of every KCS operation will be a proactive culture of safety.

Beyond this, safety is the responsibility of *every* employee. This means that each employee has a duty to take all reasonable care for their own health and safety and that of their colleagues, customers and others. All KCS employees and the employees of KCS contractors are expected to demonstrate at all times full compliance with safe working practices and complete adherence to all safety rules, regulations and policies.

No KCS employee and/or contractor employee will be expected to perform any task which poses a risk to his/her safety and KCS will support any employee who justifiably refuses to work under such circumstances. Furthermore, KCS fully encourages the free and open exchange of views and expects all employees to raise any safety issues or concerns that they may have with any aspect of their duties and responsibilities, including the ability of our employees to make a Good Faith Challenge if asked to perform any task which is unsafe, without fear of reprisal.

Applying these above principles in everything we do, KCS will develop and maintain a culture of excellence in safety management and safe rail operating and maintenance practices.

_____

Steve H. Townsend, President
Keolis Commuter Services

A. RAIL SAFETY PRINCIPLES

A1. Safety at KCS, as at KCS parent company Keolis and principal shareholder SNCF (the French national railway), begins at the very top of the company and is formalized in the "Commitment to Rail Safety" statement appearing at the beginning of this General Safety Policy. This commitment is integrated into and made a part of the System Safety Program Plan (SSPP) that governs every KCS rail operation. The safe working practices, procedures and principles contained in the SSPP (frequently referred to in other countries where Keolis has rail operations as the Safety Management System, or SMS) will be highly visible and communicated frequently to all employees.

A2. The implementation of this commitment to safety is the responsibility of the KCS Board of Directors, which has authorized the President of KCS to establish the GSC and to utilize it to the fullest extent possible to assure safety in all KCS rail operations and services. In the discharge of these responsibilities, the GSC is expected to exchange safety-critical information with and draw on the following Keolis resources:

- The Internal Rail Safety Committee (IRSC), which brings together rail safety managers from each operation or service worldwide, under the leadership of the Rail Director
- The Rail Department, under the leadership of the Rail Director

A3. All KCS General Managers are required to sign a written "Delegation of Authority" regarding their safety responsibilities and commitments. General Managers, and their respective management teams, are required to comply with these responsibilities and commitments in the conduct of their duties, including demonstrating close attention to the safety and quality of the services which they are providing, overall compliance with the regulations and standards governing those services and the safe working performance of every employee under their jurisdiction.

Rail Safety Commitment of EVERY KCS Employee

Each employee is responsible for ensuring that they work safely at all times, that they are aware of all relevant safety rules and regulations and that they comply with these rules and regulations at all times, including, without limitation:

- Refraining from using drugs or alcohol while on duty and/or subject to duty
- Assuring that they are properly trained, certified, licensed and qualified for every task which they attempt to perform
- When working on or near an active rail line
- Promptly reporting any hazard or potential risk encountered
- Knowing how to respond to an emergency
- Remaining aware of their surroundings and their working environment at all times

B. KEOLIS — A CULTURE OF SAFETY

Keolis' General Approach to Rail Safety

B1. Keolis is one of the world's leading providers of contract public transportation services, with commuter and regional rail, metro (subway), tram (light rail) and bus operations in France, the United Kingdom, Germany, the Netherlands, Portugal, Australia, the United States and Canada. All of these services are provided under contract to state and local government agencies and authorities. As mentioned in Section A, SNCF is Keolis' major shareholder and contributes significantly to the culture of safety that is a prominent characteristic of every Keolis operation and service worldwide.

B2. Safety is Keolis' most important core value and the company's dedication to safety extends to and governs KCS and every operating subsidiary worldwide and includes commitments to:

- Protect the health, safety and wellbeing of our customers, employees, contractors and the general public whenever they come into contact with our operations.
- Ensure that we are aware of and fully compliant with the relevant standards and legislation in the countries in which we operate, including any new regulations or legislation as soon as enacted.
- Identify and work to reduce and/or eliminate all forms of risk, hazard and potential loss
- Effectively and consistently manage railway safety throughout the organization, from the parent company to every operating subsidiary.

B3. Keolis believes that the following elements are critical to an effective rail safety management policy:

- The establishment and preservation of clear lines of authority and accountability to ensure compliance at all levels of the organization. This principle is described in more detail in Section C below.
- The implementation of a comprehensive safety program in every operation that recognizes and assigns not only safety responsibilities, but also all of the interfaces and lines of communication necessary for true safety in a railroad operating environment.
- Consistency, thoroughness and uniformity in safety communication, documentation, reporting and recordkeeping.

B4. The Keolis approach to railway safety management enables all Keolis subsidiaries to respond to the safety requirements of their unique operating environment, while at the same time taking advantage of the experience of sister companies operating in different parts of the world.

B5. All of Keolis' rail operations are performed under the governance of a regulatory agency and a regime of required safety programs and regulations. In the United States, this regulatory role is performed by the Federal Railroad Administration (FRA), whose principal required plans and programs are listed in Section D.1 of this General Safety Policy. Because of the need to comply with the regulations of a number of different regulatory agencies, Keolis, at the corporate level, has adopted an overall structure and approach for managing railway safety which recognizes and preserves the flexibility to adapt to local operating conditions. This approach is focused on the need for every rail subsidiary to have developed and implemented a Safety Management System, or SMS, (referred to as the System Safety Program Plan or SSPP in the United States), consistent with Keolis corporate policies and dictates, but yet adapted to the operational, safety and regulatory conditions applicable to that subsidiary and the country in which they are providing rail services.

C. ORGANIZATION AND DELEGATION OF SAFETY RESPONSIBILITIES

C1. KCS's General Safety Policy is consistent with and is governed by the rail safety management policies approved by the Chairman of Keolis and monitored by the IRSC and the Rail Department, which are available to assist in the overall program for the implementation and effective application of safety policies in all rail subsidiaries.

C2. KCS, through its General Safety Committee, will be responsible for the implementation and effective working of this General Safety Policy on a daily basis in all rail operations and services. The KCS GSC will function as an oversight body conducting periodic scheduled and unscheduled safety reviews and audits, as well as an information exchange for all KCS rail operations and services. The safety audits will, in some cases, be conducted by an external rail safety auditor under contract to the GSC.

C3. As described above in Section B5. all Keolis rail subsidiaries are required to develop, implement and maintain a comprehensive Safety Management System (SMS) compliant with and in adherence to approved corporate rail safety principles, policies and programs. The SMS, or SSPP in the United States, governs all of the rail operations and services of the subsidiary and assures compliance with all applicable regulations, standards and contractual requirements for each operation and service.

C4. While allowing for local flexibility in the SMS, or SSPP, each program must incorporate and be compliant with several specific policies necessary for good rail safety management. These policies are defined in Section D of this General Safety Policy and are intended to assure that the proper application of the SMS or SSPP will enable the subsidiary to identify and manage risk effectively and to achieve its goals of safe, compliant rail operations and services at all times.

C5. The General Manager of a rail operating subsidiary has overall responsibility for the safety of his/her operations, for the passengers using the services provided, for the employees under his/her jurisdiction and for the communities served by the operations of that subsidiary. Each member of the management team in each rail operating subsidiary shares in this responsibility and in contributing to the safety culture of the operation. Each employee must also participate in and contribute to this program of Total Safety at all times.

C6. Table C-1 below contains a Responsibility Matrix indicating the specific safety responsibilities of each of the involved entities for the KCS General Safety Policy:

TABLE C-1

KCS General Safety Policy Implementation – Responsibility Matrix

Rail Safety Policy Statement:	BOARD	KCS General Manager	Safety Director	Legal Department	Human Resources	IRSC	Notes:
1. Compliance with Regulatory Standards	A	A	R	I		I	
2. Managing Risk: Hazard Identification and Resolution	A	A	R			I	
3. Insurance Arrangements	A	I		R		I	
4. Managing Safety at KCS: The SSPP	A	R	C	I		I	
5. Managing Safety-Critical Employees	A	R	C		A	I	
6. Rail Safety Performance Review Process	A	R	C	I		I	
7. Accident/Incident Response and Reporting	A	A	R	I	I	I	
8. Emergency Preparedness	A	R	A			I	
9. Keolis Railway Safety Audit Program	A	R	I			I	
10. Safety Communications and Information	A	A	R	I	I	I	

KEY:

R = Responsible for taking the action
A = Accountable for ensuring that the action is taken
C = Consulted before the action is taken
I = Informed after the action is taken

D. RAIL SAFETY MANAGEMENT POLICIES

SAFETY POLICY No. 1
COMPLIANCE WITH REGULATORY STANDARDS

D1.1 Keolis subsidiaries, including KCS, establish their own local procedures to ensure conformity and compliance with all regulatory requirements. In the United States, many of the required compliance programs that must be developed and approved by the FRA prior to commencing a passenger rail operation contain these procedures, including the schedules for safety/regulatory testing, inspections and so forth. In addition, each KCS rail operation or service has in effect its own set of Standard Operating Procedures (SOPs) to assure regulatory compliance. These SOPs are audited at least annually by an external auditor.

D1.2 The regulatory programs and standards that KCS must comply with in its rail operations and services are listed below:

Governing Rail Safety Regulations

For all of our rail operations that take place on the general railway system of the United States, KCS will be governed by and will at all times adhere to the applicable regulations and required programs of the Federal Railroad Administration (FRA), including, without limitation:

FRA-REQUIRED PROGRAMS FOR PASSENGER RAIL SYSTEMS:

49 CFR Part 213	Track Inspection and Safety Standards
49 CFR Part 214	Railroad Workplace Safety
49 CFR Part 217	Program of Operational Tests and Inspections
49 CFR Part 218	Railroad Operating Practices/Blue Signal Inspection Plan
49 CFR Part 219	Program of Drug and Alcohol Control and Testing
49 CFR Part 220	Railroad Communications Procedures
49 CFR Part 225	Railroad Accident/Incident Reporting
49 CFR Part 227	Occupational Noise Exposure
49 CFR Part 228	Hours of Service Compliance and Recordkeeping
49 CFR Part 229-232	Railroad Locomotive Safety Standards and Inspection
49 CFR Parts 233-236	Signal and Train Control Systems
49 CFR Part 238	Passenger Equipment Safety Standards
49 CFR Part 239	Passenger Train Emergency Preparedness Plan
49 CFR Part 240	Locomotive Engineer Certification Program
49 CFR Part 242	Conductor Certification Program
49 CFR Part 270	System Safety Program

Applicable state regulations, which vary from state-to-state, as well as relevant industry standards, such as the Passenger Rail Equipment Safety Standards (PRESS) developed by the American Public Transportation Authority (APTA), will also be adhered to in all of KCS's rail services.

Awareness of and response to any changes in these regulations is the responsibility of the General Manager of each KCS rail operation and service. Frequently, this responsibility will be delegated to the Manager of Safety, or equivalent title

D1.3 In addition to internal notifications within KCS, the Keolis Rail Director must be informed of any violations of any governing rail safety regulations occurring in any KCS rail operation or service.

SAFETY POLICY STATEMENT No. 2
MANAGING RISK: HAZARD IDENTIFICATION AND RESOLUTION

D2.1 In all of its rail operations and services, KCS takes an aggressive, proactive approach to managing risk by emphasizing the need to be constantly aware of risk, to be able to identify risk and to understand the proper procedure and methodology for analysing and eliminating/resolving risk to the greatest extent possible.

D2.2 For KCS, the risk management process starts during the bidding phase for a rail services contract, with a careful analysis of the proposed contractual terms contained in the relevant RFP issued by the contracting authority and the extent to which KCS will be responsible for risk, liability, indemnification and the associated elements of potential risk. To the extent which it is possible to analyze historical accident/incident records and injury/claims data from the service being bid, this will be accomplished as thoroughly as possible, including, without limitation, interviews with members of the existing management team of the incumbent contract operator.

D2.3 Once a rail services contract has been awarded, during the mobilization phase the management team for the new operation/service, under the direction of the General Manager, must assure the development of the governing SSPP, as well as all required FRA programs and contract deliverables prior to the commencement date for the new contract. During mobilization, periodic progress reports must be made to the Rail Department as requested.

D2.4 The formal risk management process that will be implemented for each KCS operation and service is contained in Element 18, Hazard Management Process, of the governing SSPP.

D2.5 The General Manager of each KCS rail operation or service will be responsible for the effective implementation and utilization of this Hazard Management Process, as well as for all 23 elements of the SSPP for his/her rail operation.

D2.6 The Hazard Management Process, as well as the entire SSPP, must be audited, reviewed and analyzed for effectiveness on at least an annual basis. Any weaknesses in the methodology for identifying and dealing with risk and/or the manner in which the Hazard Management Process is being utilized must be corrected immediately. A training session devoted to the principles of risk, hazard identification and hazard resolution will be given to all KCS managers on at least an every-two-years basis.

D2.7 Recommendations, suggestions or instructions regarding risk and hazard management may be issued from time-to-time to the KCS General Safety Committee by the IRSC. These will be implemented by each KCS rail operation or service pursuant to the direction of the General Safety Committee.

SAFETY POLICY STATEMENT No. 3
INSURANCE ARRANGEMENTS

D3.1 Keolis' corporate Insurance Department is responsible for the insurance processes of the company, including, without limitation, assisting in arranging the appropriate insurance coverage as required by each RFP and contract.

D3.2 The Insurance Department may distribute standardized forms for required reports to each rail subsidiary. These forms may be in addition to the reports prepared by each KCS rail operation or service pursuant to the requirements of the FRA (i.e., 49 CFR Part 225, Railroad Accident/Incident Reporting) and the contract governing each rail operation or service.

D3.3 Accident/incident investigation and reporting, as well as claims management and loss prevention, is done by each rail operation or service.

SAFETY POLICY STATEMENT No. 4
MANAGING SAFETY AT KCS: THE SSPP

D4.1 As mentioned earlier in the General Safety Policy, in the United States, the Keolis-required Safety Management System (SMS) for each rail subsidiary is referred to as a System Safety Program Plan, or SSPP. The elements of the SSPP are specified by the American Public Transportation Association, which has published a manual for the preparation of SSPP's and which provides an audit service for rail operations governed by the SSPP approach to overall safety management in a rail operating environment. The 23 required elements include:

Section 1: Administrative Requirements, Elements 1 – 7
Policy Statement and Authority for the System Safety Program Plan

1. Operating Authority
2. Plan Purpose and Scope
3. Goals
4. Objectives
5. System Description
6. System Planning and Integration
7. Safety Contract Requirements

Section 2: Safety Program Implementation, Elements 8 – 17

8. Facilities Maintenance and Inspections
9. Vehicle Maintenance Inspection/Repair
10. Rules and Procedures for Review
11. Training
12. Emergency Planning and Response

13. Workplace Safety Programs
14. Passenger and Public Safety Programs
15. Rail Corridor Operational Safety
16. Environmental Management Programs
17. Security Incidents and Preparedness

Section 3: Safety Engineering Techniques and Analysis Requirements, Elements 18-21

18. Hazard Management Process
19. Accident/Incident Reporting and Investigation
20. Safety Data Acquisition/Analysis
21. Loss Prevention and Control

Section 4: Safety Assurance, Elements 22-23

22. System Change Management
23. Internal Safety Management Assessment Process

D4.2 KCS will implement and conduct its own audit program for its SSPP, consistent with the requirements of Safety Policy Statement No. 9 below, and will maintain all of the required documentation necessary to demonstrate the effectiveness of the SSPP.

SAFETY POLICY STATEMENT No. 5
MANAGING SAFETY CRITICAL EMPLOYEES

D5.1 As a vital element of its rail safety management program, KCS is committed to emphasizing safety to its employees in every aspect of their career, including, but not limited to:

- Recruitment
- Training, development and proficiency testing
- Assignment of responsibilities
- Maintaining an adequately-sized workforce
- Health and welfare issues
- Fatigue management
- Safety documentation and recordkeeping

D5.2 General Managers, Managers of Safety and other management personnel who have responsibility for safety-critical employees receive regular training on these issues, as well as other aspects of safety management, including the regular assessment of the performance of these employees and the process of correcting/rectifying any deficiencies encountered in the assessment process. Safety-critical employees will receive "fitness for duty" checks on a frequent basis, up to and including daily for certain types of positions.

D5.3 Under no circumstances will safety-critical positions be held by insufficiently trained and/or unqualified/uncertified employees.

D5.4 KCS will establish and utilize a Competence Management Procedure, as part of the Standard Operating Procedures (SOPs) that are utilized in each rail operation and service, for safety-critical positions, which will include:

- A detailed listing of all safety-critical position within a given operation or service

- A reference to the appropriate governing FRA regulation in each case where a safety-critical position is so regulated, e.g., 49 CFR Part 240 for the qualification, certification and licensing of locomotive engineers, 49 CFR Part 238 for the training and qualification of certain classifications of equipment maintenance employees, etc.
- Job descriptions and a listing of the safety responsibilities for each position
- The assessment process and assigned frequency of assessments for each position
- The response/remedial action to be taken in the event that an employee holding a safety-critical position is unable to meet the standards of the position
- A "Succession Plan" to assure that each rail operation and service has, at all times, an adequate number of fully-trained, qualified employees for every safety-critical position

D5.5 KCS administers a training plan for safety-critical positions as part of the overall effort to maintain the highest possible standards of competence and performance for these employees. Any modifications that need to be made to this program to be made, as identified during audits and assessments, are implemented immediately.

D5.6 The Competence Management Procedure and the safety-critical employee training plan is audited at least annually by the KCS Human Resources Department and the external auditor conducting the SOP audit.

SAFETY POLICY STATEMENT No. 6
RAIL SAFETY PERFORMANCE REVIEW PROCESS

D6.1 KCS is required to submit a monthly report on safety performance to the Rail Department, which clearly describes the process whereby safety targets are established and attained, and which includes a "scorecard" style performance chart indicating overall safety performance through the use of Key Performance Indicators. KPIs are reviewed from time to time by the IRSC.

D6.2 In addition, KCS also submits an Annual Safety Report which includes:

- A summary of safety performance trends and KPI results
- Lessons learned and corrective actions taken subsequent to audits, risk assessments and accidents/ incidents
- Safety objectives and goals for improvements in the coming year

D6.3 KCS develops an Annual Safety Plan, based on overall safety performance, issues and results, and submits it for the approval of the GSC and review by the Rail Director.

SAFETY POLICY STATEMENT No. 7
ACCIDENT/INCIDENT RESPONSE AND REPORTING

All KCS rail operations and services are governed by the accident/incident reporting requirements of the FRA's 49 CFR Part 225 Accident/Incident reporting program. In addition, Keolis requires all of its rail subsidiaries to have in place a set of specific procedures to govern the response to any service disruption, interruption, emergency or significant accident/incident, in order to minimize risk and damage and allow for the restoration of normal service as quickly as possible.

D7.1 KCS's response plan includes:

- Initial response and immediate next steps
- Accident/incident assessment and formulation of an attempt to minimize the impact of the event
- Communications plan/procedures
- Management assignment and deployment plan to assure that sufficient management resources are available for the pendency of the event
- Service recovery/restoration plan

D7.2 Any significant accident/incident involving and/or impacting any KCS operation or service requires a detailed report, including an assessment of the situation and recommendations for remediation, to be made by the on-site management team to the General Manager, to KCS and to the Rail Department as soon as possible.

D7.3 KCS and the Rail Department actively monitor accident/incident reports from significant events to assure the quality, accuracy and completeness of the reports, as well as to determine the relevance of the event for other Keolis rail operations and services as part of the overall continuous effort to improve safety.

D7.4 An important part of the emergency response is the development and implementation of corrective actions. If time permits, this process will include the concurrence of KCS If time does not permit, the General Manager may undertake the corrective action, but will inform KCS of the incident and the corrective action taken as quickly as possible.

D7.5 In either case, KCS, through the GSC, will evaluate the effectiveness of corrective actions taken and decide if additional internal action is warranted in response to the emergency event.

D7.6 Any "near-miss" or minor accident/incident must be immediately reported to the General Manager and the Manager of Safety for the operation or service in which the event occurs and must be included in the monthly summary report submitted to the Rail Department.

SAFETY POLICY STATEMENT No. 8
EMERGENCY PREPAREDNESS

D8.1 Every KCS rail operation or service is governed by the requirements of 49 CFR Part 239 to have a Passenger Train Emergency Preparedness Plan (EPREP) that has been submitted to and approved by the FRA, either by KCS or by the agency responsible for the rail operation or service, in full force and effect at all times. Each EPREP Plan must contain the following elements:

- Introduction
- Scope and Purpose
- Abbreviations and Acronyms
- Reference Documents
- System Overview
- On-Board Emergency Systems
- Communications
- Passenger Safety Information
- Employee Training and Qualifications
- Joint Operations
- Special Circumstances
- Liaison with Emergency Responders
- Passenger Train Emergency Simulations
- Operational Tests
- Bibliography
- Appendices
- Appendix A: Glossary of Terms
- Appendix B: Incident/Drill Critique Sheet

D8.2 The typical EPREP Plan requires a number of drills and simulated emergency response scenarios to be conducted on a periodic, recurring basis (usually less extensive drills and so-called table top exercises annually and a full-scale simulation of a rail disaster/accident at least once every two years). Drills and simulations must be accompanied by detailed post-event briefings and critiques, as well as a full documentary accounting of the event, before they are considered to have been completed. This documentation must be maintained and made available for FRA scrutiny, as well as for any internal or external audit purposes.

D8.3 In addition, any significant accident/incident, including, without limitation, major injuries and/or fatalities, property and/or equipment damage, etc., will be immediately reported to the Keolis Crisis Management Team and the Rail Department at the Keolis Emergency/Crisis Management Center:

Telephone: 00 33 6 15 43 68 89

E-Mail: cellule-de-crise@keolis.com

SAFETY POLICY STATEMENT No. 9
KEOLIS RAILWAY SAFETY AUDIT PROGRAM

D9.1 A Keolis Railway Safety Audit is a structured, independent assessment process for determining whether railway safety activities and results comply with stated procedures and whether those procedures are effectively and adequately implemented to achieve the organization's safety objectives. KCS is accountable for the conduct of this process for all of its rail operations and services.

D9.2 The annual audit program, including the manner in which the audit will be conducted and the objectives of the audit, will be approved by the KCS General Safety Committee and forwarded to each rail operation and service for implementation. Audit findings and recommendations will be implemented by each rail operation or service as quickly and as completely as possible, after review by the GSC of the audit and the specific implementation plan. The GSC will also inform IRSC of audit findings, recommendations and the post-audit implementation plan, including a notification that all elements of the implementation plan have been put into practice.

D9.3 Additional audits, outside of the annual program, may also be undertaken at the discretion of the GSC. The Chairman of Keolis, the Keolis Internal Audit committee, the IRSC and/or the Rail Director may also request a safety audit through the GSC.

D9.4 In addition to general audits, each year the GSC may select a specific aspect of KCS rail operations or services for a focused audit of the selected function. These topical audits provide the opportunity for an analysis of specific railway safety management policies and help to promote the sharing of learning and best practice among the various rail operations and services, as well as with Keolis headquarters.

D9.5 An ongoing series of regular audits will also be conducted in each KCS rail operation or service. The purpose of these audits is to verify that:

- The management team is fully aware of the relevant legal, regulatory and/or contractual requirements and is fulfilling those requirements.
- The SSPP is current, relevant and is being utilized properly and effectively.
- Safety and the safe performance of every KCS employee is being regularly monitored, with adequate corrective action taken whenever/wherever required.

D9.6 The GSC will coordinate and collaborate with the Rail Department and Internal Audit to assure that the overall KCS audit program is carried out in an effective, comprehensive manner.

D9.7 When an audit identifies a significant risk, the local management team is notified immediately, so that appropriate corrective action may be undertaken without delay.

SAFETY POLICY STATEMENT No. 10
SAFETY COMMUNICATIONS AND INFORMATION

D10.1 KCS will implement and conduct an aggressive program of communicating with all employees on all matters related to safety in the rail operations and services which KCS provides. This campaign will focus on awareness, training and communications, with a special emphasis on reporting all "near misses", as they can frequently lead to serious accidents and incidents.

D10.2 All KCS managers will be involved in frequent, detailed communications with employees on safety issues. For each KCS rail operation and service, a joint management-employee safety committee will be established and will be responsible for the development of programs aimed at the overall improvement of safety, at all levels, within that operation or service. These programs will include both formal and informal events, such as safety fairs, family safety days and other similar events. The meetings of the joint safety committee will be recorded and copies of the minutes forwarded to the Rail Department.

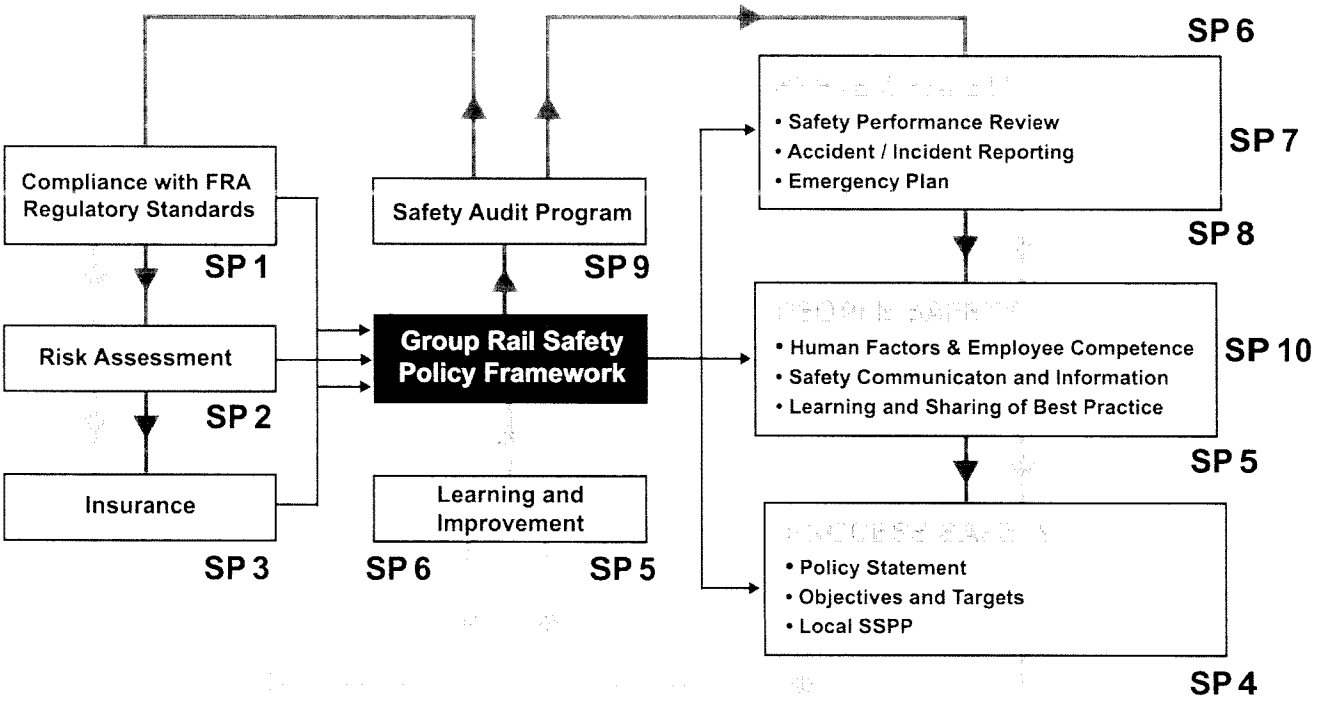
D10.3 As each KCS rail operation or service operates over the rail infrastructure owned and controlled by a railroad or an entity other than KCS, in each case, specific communications procedures, including those contained in 49 CFR Part 220, will be implemented and complied with at all times. The development and implementation of these specific procedures will also include any other rail operator sharing the rail infrastructure over which KCS is conducting operations.

D10.4 If requested for audit and/or any other safety-related purposes, KCS will provide to the Rail Department reports which include the following information:

- Safety performance information as required in Safety Policy Statement No. 6 above
- Communications procedures between any/all rail operators sharing the same rail infrastructure
- Communications procedures between KCS and the infrastructure maintainer
- A description of the program for exchanging safety information among KCS, other rail operators and the infrastructure owner/maintainer
- A description of KCS's document control and change management program
- A description of the reporting/communications process for accidents/incidents, "near misses" and any risks/hazards encountered on the rail infrastructure

Together these 10 Rail Safety Policy Statements comprise an inter-related structure of safety governance and safety management methodologies, consistent and compliant with the KCS SSPP. This inter-relationship is depicted graphically in Table D-1.

TABLE D-1: Effective Working Relationship of the 10 Rail Safety Policy Statements


SP 6
• Safety Performance Review
• Accident / Incident Reporting
• Emergency Plan
SP 7
SP 8
Compliance with FRA Regulatory Standards
SP 1
Safety Audit Program
SP 9
Risk Assessment
SP 2
Group Rail Safety Policy Framework
• Human Factors & Employee Competence
• Safety Communicaton and Information
• Learning and Sharing of Best Practice
SP 10
SP 5
Insurance
SP 3
Learning and Improvement
SP 6
SP 5
• Policy Statement
• Objectives and Targets
• Local SSPP
SP 4

APPENDIX 2-2:
2012-2013 Keolis Group Rail Safety Review

Keolis

CONFIDENTIAL

KEOLIS GROUP

INTERNATIONAL DIVISION – RAILWAYS

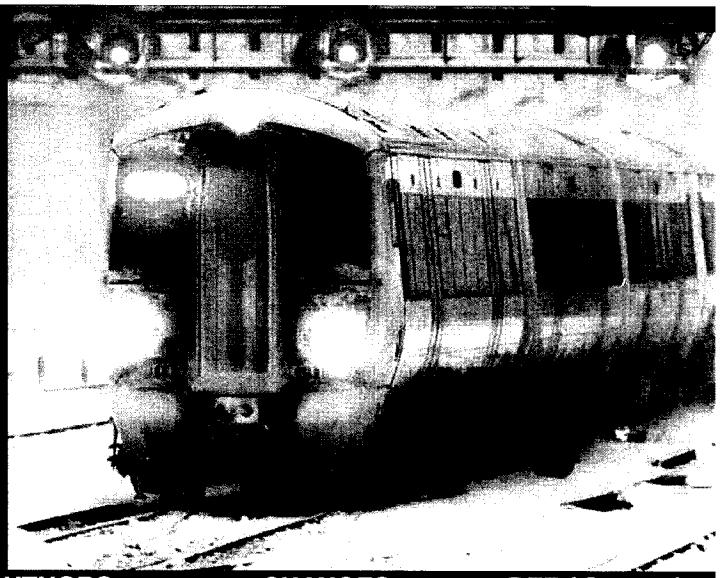
Group Rail Safety Review

incorporating ...

Safety Performance Report 2012

Safety Improvement Plan 2013

Bruno Auger, Director - Keolis Rail



DOCUMENT TYPE	VERSION	APPLICATION DATE	AUTHORS	CHANGES	REF / STATUS
Annual Report	1	01 JUN 2013	**C. Cochelin + Vincent Roux** (Data and Tables) **A. Harvey** (English Text)		

VALIDATION				
NAME	**POSITION**	**ROLE**	**SIGNATURE**	**DATE**
Bruno AUGER	Director Rail Department	Document Owner		
Bernard TABARY	CEO International Division	Validation		
Thierry GUINARD	Safety Director	Validation		

Description

This document reports the headline safety performance of Keolis Group rail networks and the respective improvement plans for the coming year.

Distribution

Executive Committee (COMEX), Country CEOs, Rail Undertaking MDs, Metro & Light Rail Director, Internal Audit Director

Introduction and context

This document presents Keolis' Group Annual Rail Safety Review, incorporating the Safety Report for 2012 and the Safety Plan for 2013. In accordance with our Group Policy Framework Document – Railway Safety[1], it is presented to the Keolis Executive Committee, the Railway Safety Committee, the International Rail Safety Committee (CISF) and all relevant Rail Business Director/Keolis Country CEOs with line accountability for safety.

Our safety strategy has three underlying themes:

- **Tracking performance:** Measuring and reporting on safety results for Keolis' rail interests over the past year.
- **Leadership and management action:** describing both corrective and preventive actions that have been taken, predominantly at Group and at local level to improve safety performance and reduce risk.
- **Sustainable continuous improvement:** The plan for further improvement over the coming year.

These three themes provide the structure of the report:

Section 1: Key Safety Results and Significant Events.

Section 2: Progress from Keolis HQ and Local Rail Undertakings.

Section 3: Safety Plan and Objectives 2013.

[1] B.Auger (2011) "*Group Policy Framework-Railway Safety – International (English Language), Version 5.7 c*", Keolis Rail department

2012: A year of steady progress for Keolis' Rail Business.

The main change this year concerns the evolution of Syntus (NL) which is now a 100% subsidiary of Keolis. From December 2012, the loss of Achterhoek services from this network results in a significant reduction in train operations, with a corresponding restructuring of the organisation.

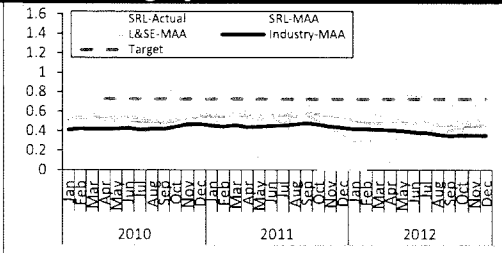
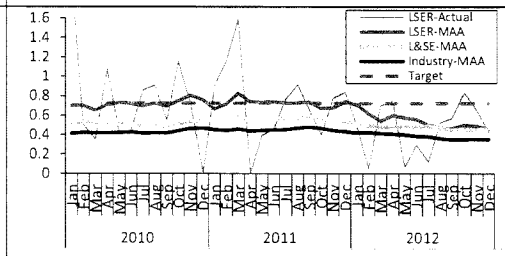
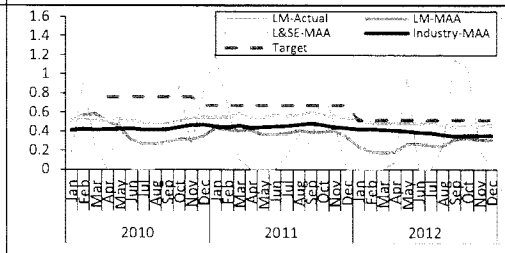
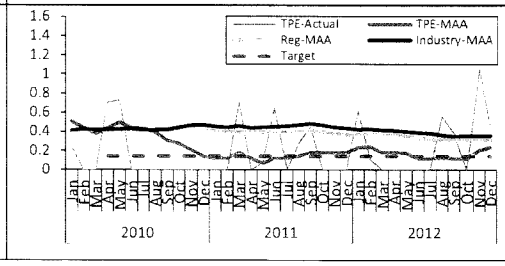
No new activities were added to Keolis Rail portfolio but bids were submitted for the InterCity West Coast franchise (UK) and MARC (Maryland – USA)

Keolis current heavy rail interests are outlined below.

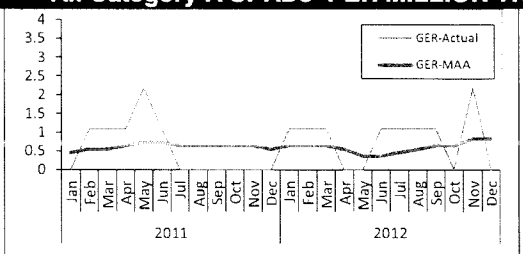
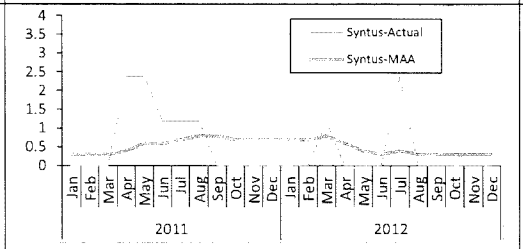
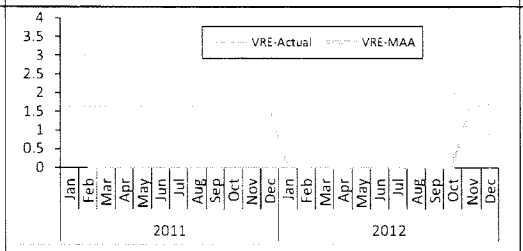
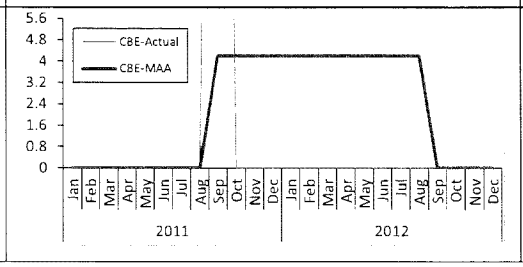
Name	Eurobahn	Syntus		Keolis Rail Australia	Virginia Railway Express	Transpennine Express	Southern	Southeastern	London Overland
Country	Germany	Netherlands		France	USA	United Kingdom			
Ownership	Keolis 100%	Keolis 100% from Aug. 2012 (50% before)		Keolis 100% (SNCF Contract)	Keolis 100%	Keolis 45% (55% first Group)	Keolis 35% of Govia (65% Gohead Group)		
Start - End	2006-2025	1999-2023		2013	2010-2015	2004-2015	2009-2015	2006-2014	2007-2015
Urban/Network Type	Regional	Regional		Regional / Community Service	Commuter / Regional	Regional / Intercity	Commuter / Regional	Commuter / Regional	Commuter / Regional
Activities	Train Operations; Fleet maintenance	Train Operations		Train/Station Operations; Fleet/Infra Manitenance	Train Operations; Fleet maintenance	Train/Station Operations; Fleet Manitenance	Train/Station Operations; Fleet Manitenance	Train/Station Operations; Fleet Manitenance	Train/Station Operations; Fleet Manitenance
		Actual	*From Dec. 12*	*From Dec. 13*					
Daily Services	102	394	165	165	28	30	275	2,3	2	1,3
Train Fleet	43 EMUs 12 DMUs	44 DMUs	12 DMUs	9 DMUs	7	20 Locos 88 Coaches	60 DMUs	295 EMUs 16 DMUs	367 EMUs	100 EMUs 61 DMUs
Employees	319	153	35	32	110	119	1,059	4,134	3,79	2,441
Revenues (€m)	16,2	10,5	2,8	2,8	0,4	5	24	169	162	59
Train-km (m)	10,2	10,1	-	-	0,24	0,6	17,4	35	34,8	24,6

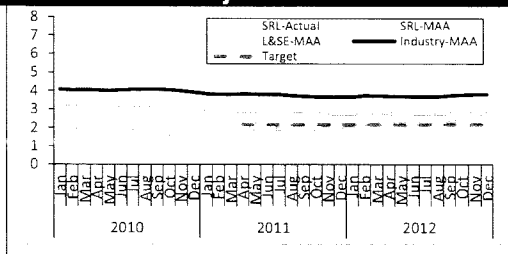
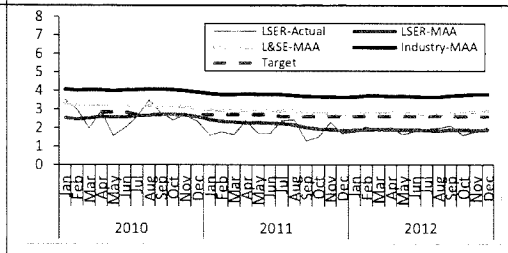
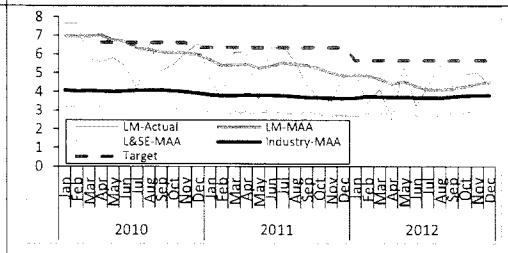
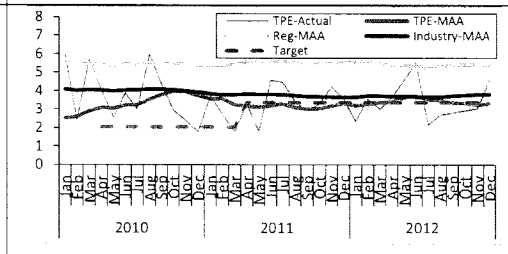
SECTION 1: KEY SAFETY RESULTS AND SIGNIFICANT ISSUES.

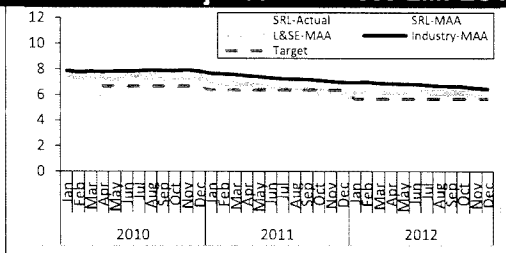
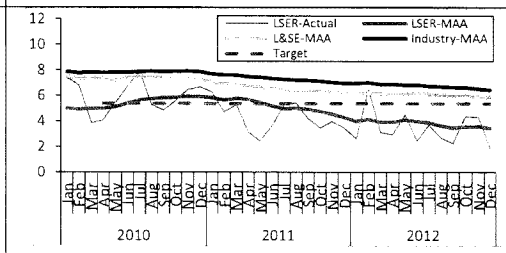
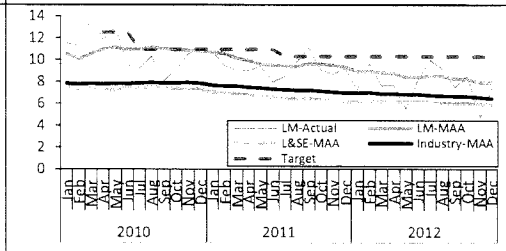
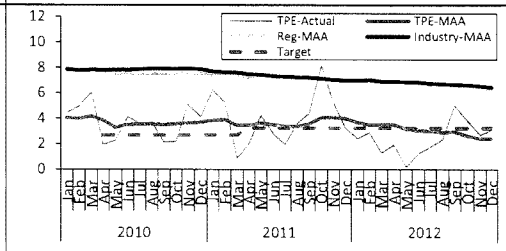
1.1 Headline Railway Safety Indicators: Targets, Trends and Benchmarks.

All Category A SPADs PER MILLION TRAIN KMS – Keolis UK TOCs[2]		
SOUTHERN		- MAA ending 2012 better than target despite an upward trend driven by a surge in 'low-risk' incidents - MAA ending 2012 slightly higher than benchmark and industry average - Strong results against benchmarks when comparing 'medium-risk' and "high-risk' incidents
SOUTHEASTERN		- Significant improvements in over 2012 with MAA[3] ending the year comfortably within target - Worse than industry average but at same level as L&SE[4] benchmark
LONDON MIDLAND		- MAA remained better than target, and lower than both industry and L&SE benchmarks, which is encouraging.
TRANSPENNINE		- MAA trend is consistent: 4 incidents in 2012 compared to 3 in 2011 (vs target of 3 for one year) - Comfortably lower than industry level as well as Regional TOCs average. - Relatively bad end of the year which resulted in MAA exceeding target

[2] TOC : Train Operating Company
[3] MAA : Moving Annual Average
[4] L&SE : London and South East

All Category A SPADs PER MILLION TRAIN KMS: Non-UK Networks		
EUROBAHN (D)		- The SPAD rate remained relatively stable. Three of the SPADs events occurred in Venlo area (cross-border operation), for each SPAD the analysis concluded to Driver's responsibility. For corrective actions see section 2.2.1 page 14.
SYNTUS (NL)		- Static MAA trend in the last periods. (No SPADs reported in November and December)
VRE (US)		- High rate for Virginia Rail Express is due to only one event in November 2012; results are of limited significance because the number of kms is so low.
BLANC ARGENT (F)		- Results are of limited significance, because the number of kms is low. - Service suspended from April 2012 to January 2013 for major infrastructure upgrade. -

Total Public Injuries PER MILLION PASS. JOURNEYS – Keolis UK TOCs		
SOUTHERN		- Slight upward trend exceeding target. - Feb12: high number of slips, trips or falls on or around stations due to poor weather conditions. - Better than both L&SE and industry benchmark. - 4 major injuries in 2012 compared to 6 in 2011.
SOUTHEASTERN		- 2012 ended comfortably within target due to the MAA downward trend. - Better than both L&SE and Industry benchmark.
LONDON MIDLAND		- MAA decreased throughout 2012 driven by a decrease in minor injuries - Still worse than both L&SE and industry, despite performing better than target
TRANSPENNINE		- Static MAA trend remaining on target; slightly better than industry level and significantly better than regional average. - 2012/13 Safety Plan focus on communicating safety information to passengers. - 2 major injuries in 2012 compared to 3 in 2011 - Safety Roadshows at key locations

Total Staff Injuries PER 1000 EMPLOYEES – Keolis UK TOCs		
SOUTHERN		- Year 2012 finished worse than target - Very close to industry and L&SE levels - 7 major injuries in 2012 compared to 5 in 2011, which is a cause of concern
SOUTHEASTERN		- Relatively static trend over 2012 ending the year better than target - LSER performed better than SRL, and also outperformed the benchmarks
LONDON MIDLAND		- MAA decreased during 2012 showing improvements in minor staff injuries as well as remaining better than target - Higher reporting rates of class 2 shock post-incident by Drivers and Conductors. - 1 major injury in 2012 compared to 0 in 2011
TRANSPENNINE		- 2012 ended within target, and well below benchmarks - 2012/13 Safety Plan focus on influencing positive behaviours amongst staff. - No major injury in 2012 (and 2011) Less minor injuries, thus driving the MAA decrease

1.2 2012 Safety KPI Scorecard

	Transpennine		Southern		Southeastern		London midland		Keolis Deutschland		VRE		Syntus		Le Blanc Argent	
Type of incident	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**	**2012**	**2011**
Passenger incidents																
Fatalities	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Suicides	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A		9		0	3	4	0	0
Major Injuries	2	3	4	6	N.A	9	N.A	10	0	0	0	0	0	1	0	0
Minor Injuries	81	81		302	N.A	257	N.A	234		1	0	0	1	1	0	0
Workforce Incidents																
Fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Major Injuries	0	0		5	N.A	1		0	0	0	0	0	0	0	0	0
Minor Injuries	28	50		269	N.A	185	N.A	262		21	0	6	0	1	0	0
Staff Physical Assaults		25		35	N.A	178	N.A	28	2	6	N.A	N.A	0	N.A	N.A	N.A
Op. safety Incidents / precursors																
Derailments, Collisions, Divisions and level crossing Incidents	0	0	4	10	N.A	4	N.A	4		14	1	1		7	0	4
Infrastructure Incidents (broken rail, catenary..)	0	0	0	1	N.A	0	N.A	0	2	0	0	0		0	0	0
"Wrong side" failures		0	0	0	N.A	0	N.A	0	N.A	0	0	0	0	0	0	0
Fire and Smoke Incidents	0	0		0	N.A	1	N.A	2	2	1	0	0	0	1	0	0
Rolling stock incidents (broken axles,..)	0	0	0	0	N.A	0	N.A	0	1 (3)	1	0	0	0	0	0	0
Cat A SPADS (1)		3		14	20	26		7		6	0	1	4	7	0	1
Station overruns, Failures to call	20	25	12	11	N.A	35	N.A	38		3	0	0	0	0	0	0
Excess speed	6	7	0	0	N.A	0	N.A	1		0	0	0	0	1	0	1
Acceptance of an improper or incorrect signal	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A	N.A	0	N.A	N.A	N.A
Activation of Train protection System		3		105	N.A	218	N.A	135		13	0	0	?	0	0	0

Notes:

(1) Only includes "Driver error SPADs"

(2) Mostly minor cases of collisions with obstacles or deer on the track but includes one more serious level crossing incident 1st of June where a sole car driver deliberately stopped on a level crossing with 1 dead and serious trainset damage.– (Car driver fatality- car driver fault-Train driver shocked- 3 weeks of absence (stress and trauma) – Rolling stock damage : 350000 euros covered by Insurance)

(3) Pantograph damaged due failure to remove a tool after maintenance.

(4) Mainly German Infrastructure Manager (DB Netz) failures on ATP equipment:

(5) Suicides and trespassing remains a concern, in particular for Germany. This subject was discussed during Internal Safety Committee meeting (CISF 11 & 12).

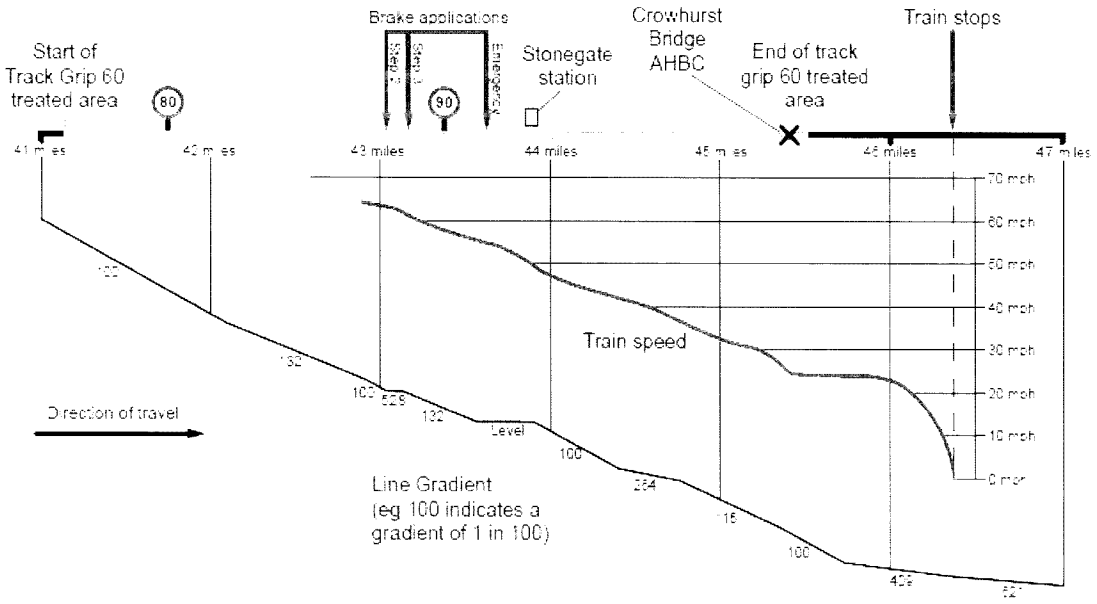
N.A: 'Not Available' - no information has been received.

1.3 Significant event, Health and Safety breaches, offences or convictions :

UK: Southeastern - Stonegate Incident:

On the 8th November 2010, the 06:45 London Charing Cross to Hastings train operated by London & South Eastern Railway Limited ("Southeastern") ran through a scheduled stop at Stonegate station. The driver had applied the train's emergency brake and the train continued on for a distance before stopping. There were no injuries and no damage to the train or rail infrastructure.

The incident occurred due to a low level of track/train adhesion as a result of steady rain and high winds, causing significant fresh leaf fall. This particular day had been classified by the Infrastructure Provider, Network Rail, as a "black day" which is the most severe classification and indicates that a low level of adhesion is expected. Network Rail has the primary responsibility for managing and improving adhesion and had treated the line the previous evening.



A RAIB investigation concluded that in all probability there was no sand available on the train to assist in braking and that this was a causal factor in the incident. Sanding is a secondary protection measure used to provide additional adhesion between the wheel and rail.

Southeastern were prosecuted by the Office of Rail Regulation ("ORR") for failing in their duties under the Health and Safety at Work etc Act 1974 by not having in place an effective procedure to reliably ensure that sand was available on Class 375 Electrostar trains to assist braking.

In response to this incident, Southeastern comprehensively reviewed and enhanced its processes for ensuring that sand is available on trains. Changes made include:

- installing a new low-sand alert in the driver cabs of all Electrostar (Classes 375 and 376) trains;

- implementing a new procedure to ensure that drivers notify the appropriate control point whenever the alarm goes off;
- reducing the interval for replenishing sand boxes on Networker and Electrostar trains by up to 50%; and
- employing additional sanding personnel to support the increased replenishment activity.

On 6th July 2012 at Maidstone Crown Court Southeastern pleaded guilty to offences under Sections 2 and 3 of the Health & Safety at Work Act and was fined £65,000 plus costs. In passing sentence, the Judge noted the significant commitment to safety shown by Southeastern and the steps it had taken to reduce the chance of a similar incident happening again.

Germany: Incident Eurobahn train 90075 8 February 2012

On 8 February 2012, Eurobahn train 90075 passed a signal at Danger and travelled at speeds of up to 153 kph for a distance of 7km over a section of bi-directional line. There were more than 100 passengers in the train.

On this day there was a failure of remote operation of the signal box at Münster-Hiltrup and a failure of signalling equipment on the route. Local staff in Münster-Hiltrup signal box were giving direct orders to the trains, because normal signalling from the centralized traffic control system was inoperative. The main sequence of events was as follows:

14:40 Departure of train 90075 from Münster Hbf heading for Hamm. Two drivers were present in the driving cab: Driver A is an experienced Eurobahn driver and had overall responsibility for the safe movement of the train. Driver B is route learning and is driving. Driver B is employee of a company supplying interim drivers and had applied to be recruited directly by Keolis. He is allowed to drive the train under the supervision of Driver A. Following departure from Munster Hbf, progress is slow, frequently stopping at signals, as far as the next station.

14:53 Train is stopped at signal F752, home signal to Münster Hiltrup. The Drivers have not made any announcements to passengers regarding the late running of the train and the frequent stops. A passenger knocks on the driving cab door to obtain information and an argument ensues between them.

14:54 The passenger calls the Eurobahn Customer Service Center in Hamm to complain about the driver's behaviour.

14:55 The Customer Service Centre agent informs the Network Manager of Hellweg-Netz.

14:56 The Network Manager (Hellweg-Netz) calls the Drivers on board 90075 and expresses his disapproval of the their behaviour and asks for a written report at the end of the shift, without taking account of the fact that the train is being driven under degraded mode procedures. It is possible that the two drivers became distracted and flustered, discussing the incident and its potential consequences.

15:01 Driver B receives and confirms an instruction from the signal box to pass signal F752 and shunting signal JS568I at Danger and proceed at Caution (max. 40 kph) as far as signal P552. Driver B proceeds "correctly" in accordance with the signaller's instruction, overriding the ATP system to enable the train to pass the two signals at Danger without triggering an emergency brake application.

15:06 The train stops in the platform, in rear of signal P552 and allows passengers to board and alight from the train. Operating rules forbid the Driver from restarting the train from the platform, before signal P552 is green or the driver gets a special order to pass this stop signal.

15:07 Driver B starts the train without proper authority and passes signal P552 at Danger with ATP overridden. He accelerates the train up to 153kph and runs for 7 km without any permission to enter the route.

The driver appears to have believed that the signaller's instruction authorized him to pass the third signal, which it did not.

15:11 The Signaller did not use the "All Trains Stop" cab radio emergency facility to stop all trains on the line. Instead, the Signaller calls the train 90075 on the radio and asks "Why did you start? Where are you?" The driver replied that he was just in rear of Rinkerode station.

15:12 The train arrives at Rinkerode station, 7 km from Münster Hiltrup. The Signaller orders the driver to train to stop and fully secure the train against movement. The Driver asks passengers to alight from the train and to take the next available service.

Actions taken:

Both train drivers were stood down on the spot from operational duties pending investigation. All staff authorized to call drivers on their mobile phone have been instructed to stop any conversation if driver is driving. Only Control Office staff and Operating Officials (identified by the letter "W" on their identification cards are authorised to call Drivers and all conversation is restricted to operational messages.

All train drivers are instructed and entitled to refuse calls when driving, no matter who is calling.

SECTION 2: PROGRESS FROM KEOLIS HQ AND LOCAL RAIL UNDERTAKINGS

2.1 Keolis Headquarters (Rail Department)

2.1.1 An assessment of our Safety Culture, with External Support

In 2012, Keolis launched an action concerning the evaluation of its safety culture. Various organisations were seen in order to understand best practises on this subject. Finally, Arthur d Little (AdL) was selected for its safety expertise, and its international experience.

Under the supervision of Thierry Guinard, Safety Director for metros and tramways and Keolis Project Manager for this action, we commissioned an assessment of our safety culture, based on the notion of the "safety culture maturity model". The scope of this work included all Keolis activities.

The results of this work were provided in a feedback report. The report highlighted the need for a consistent approach across the company. To realise this goal, it was decided to create a Safety Division reporting directly to the CEO. The Rail Safety Advisor will be attached to this division. The new Safety Division will be accountable for deploying a safety approach for the group. The Rail Department will be involved in this project.

2.1.2 IRSC/CISF: International Rail Safety Committee

In accordance with our Group Rail Safety Policy, we organised two "International Rail Safety Committee" (CISF) meetings:

CISF 10: 29 of May

- Xavier Hubert and the Safety Coordination Committee has decided to improve, maintain and enhance the safety culture within Keolis Group with the support of external advisors and selected ADLittle management consultancy to identify key points to improve and enhance the Safety Culture within Keolis Group.

CISF 11: 7 and 8 of November

- With the participation of B Tabary, CEO (International Division). Bernard insisted on the importance of safety as a priority for our organisation, and the fact it should be a catalyst and accelerator for action, not an encumbrance.

- An exchange was organised on suicides, in particular to share on the impact such dramatic event can have on the health of the drivers and other operator involved in the incident. In Germany, it is more than 200 days of work that were lost as consequence of suicide. VRE had also to face 2 suicides in 2012. This is clearly a social problem but Keolis is responsible for taking care of its employees, and give them psychological and emotional support that they need. A more detailed analysis can be found in the minutes of CISF. This work is being followed up by our Rail Operations Director.

2.1.3 Developments in EU Legislation.

No major EU legislation evolution with consequences for European Railway subsidiaries.

ERA (European Railway Agency)Activities

Safety:
Harmonization of Common Safety Methods for member states to facilitate the implementation of Safety Management System for railway stakeholders

Taking into account the human factor.

Technical Specifications of Interoperability (TSI)

Working groups relating to the merge high speed and conventional rail TSI and the extension to the entire network for the following TSI's: Infrastructure, Energy, Operations and Safety in Tunnels.

Working groups for monitoring the following national registers: Vehicles Registration, Vehicles Types Authorization and Infrastructure,

2.1.4 Exchange of best practice: Learning from others.

2.1.4.1 Participation to a training Exercise with Areva

The Rail Director participated to an exercise of Crisis Management with Areva. The subject of this event was to simulate a road accident with dangerous goods.

This exercise highlighted some interesting learning points, such as the difficulty to coordinate action in such an event and the importance of managing communications.

The main lesson for Keolis is to show how useful it is to organise such an event, even for a very well prepared organisation.

2.1.4.2 Presentation by the Rail Department to the IRSC (International Rail Safety Conference)

This Conference took place last year in London, with several participants coming from Keolis.

The Rail Director made a presentation about Safety Culture and international culture.

The conference topic was around Safety Culture. Some presentation were particularly interesting for us :

- The Safety approach by MTR
- The Safety approach by First Group
- Taking into account traumatic event, like suicide on the network, to manage drivers and other persons confronted to this situation

After the conference, many of these presentations were sent across Keolis organisation, in order to share best practises. In particular, suicide was put on the Agenda of CISF (Internal Rail Safety Committee)

2.1.4.3 Union Internationale des Chemins de Fer (UIC)

Participation to the sub group on cross-border operation, and distribution of the document to the organisation involved, in particular Keolis Deutschland and Syntus

The Rail Director participated to a sub-group concerning the safety culture, and made a presentation about Keolis approach to inter-cultural safety management.

On 12 December the Rail Operations Director attended a UIC meeting on railway suicides and trespass (RestRail Group). This work is being closely monitored and feedback will be provided at CISF.

2.1.4.4 French Rail Safety Authority (EPSF)

The Rail Director participated in an EPSF meeting, held on 7 July to receive an update in the development of European railway safety legislation.

2.1.4.5 SNCF Safety Correspondents meeting

The rail department participated in the meeting of safety correspondents at SNCF the 13th of April, with following agenda :

- Experiences of current or recent situations that should be shared between subsidiaries,
- Follow-up of the seminar of 14 February on Common Safety Methods at Headquarters.
- Update on the certification of ECM (Entity in Charge of Maintenance)

2.2 Keolis Rail Undertakings.

2.2.1 Keolis Deutschland

March 2013: the speed limit for MRL 5-car-trains had to be reduced to 120km/h by safety manager again, after detection of damages on magnetic brakes and switch-off of these additional brakes. The speed limit of 5 car coaches will be removed mid of June 2013 (new magnetic brake shoes)

SMS preparation is in schedule.. The submission have taken place on the 26th of October for the renewal of the safety certificate to EBA (Safety authority), based on the SMS processes. Audit and certification awaited at the latest end of 1st quarter 2013

Venlo : Following Venlo SPAD analysis and several committee meetings between Keolis Deutschland and Syntus, a common procedure has been implemented to reduce SPADs in the Venlo area (the Driver has to fill out a form before starting the trip), result to be followed and reported accordingly

Additional safety workshops between Keolis Deutschland and Syntus has permitted to put in place Operational information's exchange between the two operators.

A letter was sent to DB Netz on the infrastructure incident (signalization, and TPWS activation due to infrastructure)

The very high level of suicides remains a concern. (16 suicides last year); some work to improve our psychological support to the drivers – suicides provoked 162 days of absence)

2.2.2 Syntus

Award of the new certificate by the National safety Authority based on the validation by this authority of the appropriate Safety Management System set up by Syntus

Enhancement for several main points of Safety Management System following an audit performed by National Safety Authority in July 2012

A workshop on risk assessment and evaluation for Syntus managers has been performed in 2012 and communicated to Syntus operational staff.

Syntus has approved a procedure submitted by Keolis Deutschland to reduce the number of SPAD at Venlo at the boundaries of Netherland and Germany, to follow-up

A communication problem (GSM-R trouble) between Syntus Trains and Prorail (Dutch infrastructure Manager) has been solved after an efficient collaboration through several safety workshops.

2.2.3 Keolis UK

Preparation of Safety Certificate Application.

Applications were prepared, in compliance with ORR published guidance, for the safety certificates and authorisations for InterCity West Coast, including:

- Safety Certificate Part A (valid across the EU and setting out general safety management arrangements)
- Safety Certificate Part B (to include UK-specific details of how we will operate the ICWC route.
- Safety Authorisation (to run and manage stations).
- Safety Transition Plan outlining our proposals for improvement and development.
- This work was continued to completion, despite not winning the franchise, as it will be useful for future opportunities.

2013 Review of Health &Safety policy Keolis UK.

Eversheds have undertaken a gap analysis on Keolis UK's Health and Safety procedures at the end of 2012 as a result of organisational changes in the Keolis UK team.

As a result of this analysis they have made recommendations in relation to the two following documents, which have been updated accordingly:

- the Keolis UK Health and Safety Policies
- the Keolis UK Handbook

They also recommended that Keolis UK create the two following documents:

- Driving for Work Policy
- Display Screen Equipment (DSE) Policy

Revised versions of the Keolis UK London Office risk assessment and Keolis UK Health and Safety Policies table (March 2013) are now displayed on the safety notice board in the kitchen area.

Dartford SPAD mitigation.

The Dartford area (Southeastern, North Kent lines) has a number of "Multi-SPAD" signals. To reduce the frequency of SPADs in this area the existing colour light signals have been replaced by LED type indicators manufactured by Variable Message Signs.

These new signals provide much better visibility, free of distortion, at both close range and long distance. They are much more reliable and less prone to failures and will significantly improve driver visibility of signals in this area.

2.2.4 Keolis Rail Service America

Main activities in 2012 involved:

- Review, development, monitoring and control of the training program for the safety critical staff:
  - Implementation of passenger conductor certification program required under new FRA (Federal railway Administration) regulations,
  - New Virginia Railway Express services instructions and safety rules
- Development and implementation of an injury/incident investigation program that identifies root causes with appropriate corrective actions.
- Staff participation to safety challenge incentive (Kaizen and 5s)
- Conduct of an external audit by industry experts of the Keolis Rail Services Virginia (KRSV) Program of Operational Tests and Inspections.
- Visit to Norfolk Southern Corporation's training facility and regional headquarters in Atlanta, Georgia, as part of KRSV's safety benchmarking program.
- Participation in a CSX (Freight Company) tabletop terrorist attack simulation.

2.2.5 Compagnie du Blanc Argent (CBA)

- In 2012 the CBA line was operated until 1st of April. From 2nd of April 2012 to 6th of January 2013 the CBA line was closed for track renewal.
- The version 3 of the General Operation regulation for CBA has been created following the new scheme of Train operation and communicates to all operational and safety critical staff. They have been trained accordingly during the year 2012 and before the line opened on 7th of January.

- Following the EPSF audit in June 2012, the CP MAN 002 (Train Operation Safety Management System) has been updated in compliance with EPSF requests
  - Drivers certification
  - New job creation: Conductor on board
  - On-call organization
- Creation of quality assurance plan for infrastructure maintenance

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SECTION 3: PLAN AND OBJECTIVES 2013

3.1 Keolis Headquarters

- Participation in the Safety Action Plan, to be launched by the new Safety Division
- Organise exchange of experience concerning the development of SMS (safety management system), and the certification approach.
- Collect studies and best practises concerning Railway Suicide.

3.2 Keolis Deutschland

- Annual testing program for the drivers : train 100% of the drivers on the new simulator module
- Implementation of the SMS throughout the company
- Certification of the Safety Management System (SMS) by National Railway Authority (EBA- Eisenbahn-Bundesamt: National safety Authority) begin Q1
  → timely handing over to EBA, preliminary success, EBA hit their deadline on 27.04.2013 with no further questions asked or comments received
- Start of the internal safety audits begin Q2
- Two operational rules trainings ("RFU", Q2, Q4) and one day train simulator training (Q3).
- Additional supervision on train in order to avoid the misuse of Train Protection System start Q1
- Subjects
  - Train Protection System ("PZB"), and
  - Approach Speed Control
- are treated in the advanced training lessons once again

3.3 Syntus

- Stabilise the new organisation, and safety performance within this new configuration.
- Cooperation with KD in order to improve the interface management at Venlo

3.4 Keolis UK

- Preparation of Safety Certificate for current bid interests, as follows:

Franchise / Concession	Proposed Owner?	Leader
DLR	Keolis Safety Division	TG
Dublin	Keolis Safety Division	TG
Crossrail	Keolis UK	AH
East Coast	Keolis UK	AH

- Nottingham: Review of risk assessments and safety validation for withdrawal of Tram Conductors.

3.5 Keolis Rail Services America

- Conductor training program
- Continued participation in the benchmarking of KRSV's overall safety program with the safety programs of various other entities, both inside and outside the railroad.
- Enhance and improve the safety culture throughout KRSV, including but not limited to individual accountability, situational awareness and maintaining sharp focus while on duty.
- Enhancement of the Injury Free Recognition Program.
- Develop a safety audit process to identify and control safety hazards
- Zero injuries throughout all departments for 2013.
- Full and complete response to all KRSA General Safety Committee Action items

3.6 The Blanc Argent

- Identification and analysis of gaps within the implementation of the Version 3 of General Train Operation Regulation.
- Training and enhancement of the organization of the On-call Duty Managers
- Definition of storage organization of the rolling stock spare parts and describe the usage process.

APPENDIX 2-3:
KRSV Hazard Identification and Risk Assessment Program/Near Miss Report

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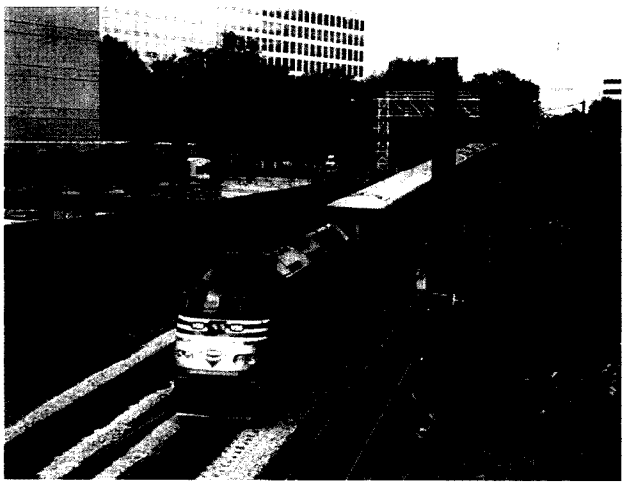
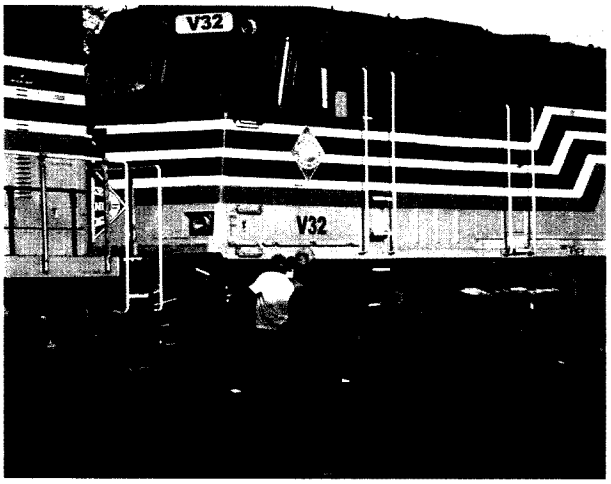
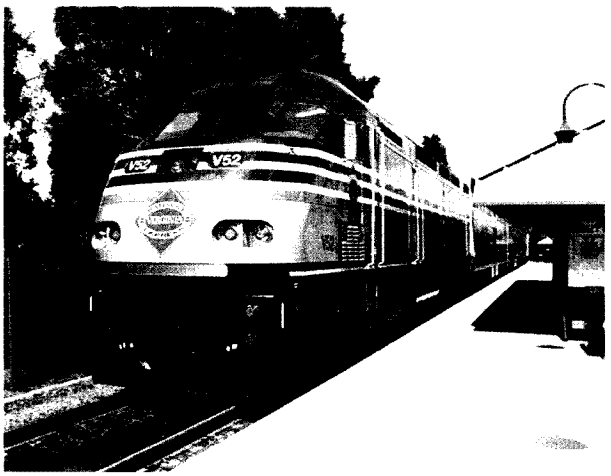
VIRGINIA RAILWAY EXPRESS

KRSV Hazard Identification and Risk Assessment Program / Near Miss Report







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KEOLIS RAIL SERVICES VIRGINIA
HAZARD IDENTIFICATION AND RISK ASSESSMENT PROGRAM

Keolis Rail Services Virginia (KRSV)'s Hazard Identification and Risk Assessment Program is a safety-critical procedure by which hazards associated with the operation of the Virginia Railway Express (VRE) Service are identified, analyzed for potential impact to the system and managed in a timely, comprehensive and effective manner. This process includes a Near Miss Report, which provides operating crews and management witnessing a near miss incident the ability to fully and comprehensively report the incident for further management response and action.

Hazard Identification and Analysis

A hazard is defined as a condition or set of conditions, internal or external to the rail service or system, which can cause injury, death and/or damage to/loss of equipment or property. The objective of hazard identification and analysis is to identify, analyze and quickly control hazardous conditions, before those conditions can cause an accident, injury, death or other loss.

Hazard identification and analysis entails assessing the system for conditions that have the potential to do harm. If such hazards are found, steps are taken to control any hazard to an acceptable level. Further analysis is also undertaken to try and develop an understanding of the root cause(s) of the hazard(s) so that they may be eliminated.

Hazard analysis also attempts to mitigate the severity of accidents by introducing protective devices, equipment, technology, procedures and/or system modifications that can reduce the amount of human and property damage in the event of an accident.

Risk Assessment Methodology

Risk assessment is applied to determine the risk associated with each hazard and the urgency for implementing corrective measures to either eliminate the risk or reduce it to an acceptable level. Risk assessment involves three steps:

1. Evaluating hazard severity (categorizing the hazard)
2. Evaluating hazard probability levels
3. Determining the hazard risk level

Tables 1 through 3 below outline the assessment of the severity, probability and risk levels that are used to define each hazard. Table 4 contains the Hazard Risk Assessment and Risk Control Matrices, which incorporate the principles contained in Tables 1 through 3 to evaluate hazardous conditions and to aid in the determination of the appropriate response to the hazardous condition(s) and the appropriate Risk Controls to be applied in each situation.

Table 1 – Hazard Severity Categories

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. It recognizes that not all hazards pose an equal threat to the safety of persons or property.

HAZARD SEVERITY CATEGORIES	
CATASTROPHIC	Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.
CRITICAL	Operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.
MARGINAL	Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.
NEGLIGIBLE	Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

Table 2 – Hazard Probability Levels

Hazard probability levels indicate quantitatively the probability of a particular event or a specific hazard occurring, in terms of potential occurrences per units of time, miles, trips/runs and/or passengers carried. Hazard probability may be derived from the analysis of the VRE system's operating experience, evaluation of the VRE system/service safety data and/or from historical safety data from other comparable rail services or systems.

HAZARD PROBABILITY LEVELS	
FREQUENT	Likely to occur frequently. Continuously experienced in the system.
PROBABLE	Will occur several times. Will occur frequently in the system.
OCCASIONAL	Likely to occur sometime. Will occur several times in the system.
REMOTE	Unlikely, but possible to occur. Unlikely, but can be expected to occur in the system.
IMPROBABLE	So unlikely to occur it can be assumed occurrence may not be experienced. Unlikely, but the possibility exists that it will occur in the system.

Table 3 – Hazard Risk Levels

Hazard risk levels provide guidance on how to determine the appropriate response to each identified hazard.

HAZARD RISK LEVELS	
	Situation unacceptable; stop work immediately or consider cessation of work process. Must be corrected within 24 business hours; consider short term and/or long-term controls.
SERIOUS	Situation undesirable; stop work immediately or consider cessation of work process. Must be corrected within 72 business hours; consider short term and/or long-term controls.
MEDIUM	Situation is acceptable; must be corrected within five (5) business days; consider short term and/or long-term controls.
LOW	Situation is important, but can be dealt with through scheduled maintenance or similar type training. However, if a situation can be resolved quickly, correct the hazardous condition immediately. Review and/or manage by routine procedures.

Hazard Risk Controls

After assessing each hazard pursuant to the methodology outlined above, risk controls will be applied to either eliminate the hazard or reduce the assessed risk inherent in the situation or condition. The control(s) that may be applied include the following:

Table 4 – Hazard Risk Controls

HAZARD RISK CONTROLS	
ELIMINATION	Removing the hazard.
SUBSTITUTION	Replacing a hazardous process or substance with a less hazardous one.
ISOLATION	Restricting access to the hazard.
ADMINISTRATION	Adopting Standard Operating Procedures (SOPs) or safe work practices. Provide training, instruction or information.
PPE	Make provisions for the use of personal protective equipment.

In addition, the following steps must be taken in response to all hazardous condition(s) encountered in the VRE service:

- A hazardous condition that needs immediate correction/mitigation to prevent any imminent and/or further damage/loss to system assets or injury to persons must be corrected immediately.
- All hazardous conditions will be documented and reported as completely as possible, including a description of the appropriate corrective/mitigating response.

Additional notification and reporting may also be necessary, pursuant to the requirements of 49 CFR Part 225, Railroad Accidents/Incidents: Reports Classification and Investigations.

As part of the Hazard Identification and Risk Assessment Process, KRSV also utilizes the following procedures to document when a hazard is identified and the steps taken to control and/or eliminate that hazard:

2.A. Annual Hazard Evaluation Form

The Annual Hazard Evaluation Form is used to identify hazards associated with equipment, personnel, infrastructure and/or procedures during an evaluation of testing, training, operations, maintenance and/or emergencies. Any hazards identified during this process that require action will result in training being provided to all affected personnel on how to deal with the identified hazard(s) and the appropriate risk controls to apply.

2.B. Hazard Identification and Near Miss Form

The Hazard Identification and Near Miss Form is used in identifying hazard(s) and reporting near misses associated with the VRE service.

The purpose of the Near Miss Report is to provide the train crews on KRSV trains, as well as KRSV management and staff, witnessing a near miss incident the ability to document and report the details of the incident and the location where the incident occurred.

A near miss with a vehicle or trespasser must be immediately reported to the appropriate train dispatching office for the area where the near miss occurred, and to the appropriate KRSV manager or supervisor. The individual reporting the near miss is then required to fill out the KRSV Hazard Identification and Near Miss Form, providing as much information as possible. Once the form has been completed, it will be forwarded as follows:

- By fax to KRSV
- The original report must be submitted to the appropriate KRSV manager/supervisor

Each incident must also be reported to the appropriate law enforcement agency, as well as to the appropriate CSX, NS and/or Amtrak office.

Subsequent to the near miss incident and the ensuing report, each location where a near miss has occurred will be evaluated to determine:

- The effectiveness of law enforcement response.

- The need for administration of educational programs, such as Operation Lifesaver, in the involved area.
- The potential for safety-related infrastructure enhancements.

2.C. Risk Assessment Form

The Risk Assessment Form is used to assess levels of risk and implement appropriate risk control measures for hazards associated with the VRE service.

2.D. Risk Control Log

The Risk Control Log summarizes the Risk Control(s) applied to each hazard identified and analyzed pursuant to the Hazard Identification and Risk Assessment Process.

Copies of each of the above-described Forms and Logs are contained in Appendix A.

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APPENDIX A
KRSV ANNUAL HAZARD EVALUATION FORM

Instructions:

1. Complete the form as soon as possible after performing the inspection.
2. Inspection form will be filled out electronically and additional information attached, when required.
3. If a hazard has been identified during the inspection report the hazard to the proper personnel for identification & assessment.
4. Place **N/A** or leave any unknown field(s) blank.

Section 1: General			
1. Person Performing Inspection:			
2. Name of Person Notified of the Hazard:			
3. Received Notification of Hazard by: ☐ Email ☐ Telephone ☐ In Person		4. Contact Information: ( ) -	
5. Department:	6. Date of Inspection: / /	7. Time of Inspection: : ☐ AM ☐ PM	
8. Weather: ☐ Clear ☐ Cloudy ☐ Rain ☐ Fog		9. Visibility: ☐ Dusk ☐ Dawn ☐ Day ☐ Night	
10. Subdivision:		11. Direction of Travel: ☐ N ☐ S ☐ E ☐ W	
12. Nearest Milepost:		13. Train Station:	
14. Nearest City/Town:		15. County:	

Section 2: Hazard Identification - (Check all that apply.)		
16. Site	20. Track/Infrastructure	23. Switches
a. ☐ VRE Headquarters	a. ☐ Condition	a. ☐ Siding
b. ☐ Station Platform	b. ☐ Vegetation	b. ☐ Crossover
c. ☐ Parking Lot	c. ☐ Defect Detector	c. ☐ Yard
d. ☐ Maintenance Facility	d. ☐ Bridges/Trestle	24. Signals
e. ☐ Layover Facility	e. ☐ Tunnel	a. ☐ Intermediate
17. Equipment (Rolling Stock)	21. Right of Way	b. ☐ Control Point
a. ☐ Condition	a. ☐ Fencing	25. Other Railroad Operations
b. ☐ Performance	b. ☐ Trespasser Activity	a. ☐ Amtrak
18. Operating Personnel	c. ☐ Terrain	b. ☐ CSX
a. ☐ Signals	d. ☐ Other ROW Incursion	c. ☐ NS
b. ☐ Speed Restriction	22. Highway/Road Grade Crossings	26. Contractor Activity
c. ☐ Communications	a. ☐ Public	a. ☐ Close to Tracks
19. Train Dispatcher	b. ☐ Private	b. ☐ Other Condition
a. ☐ Operating Authority		27. Other
b. ☐ Communications		a. ☐
		b. ☐

Section 3: Summary of Identified Hazard(s) (ID from Section 2.)	
ID	Description

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KRSV HAZARD IDENTIFICATION & NEAR MISS FORM

IMMEDIATELY REPORT ALL NEAR MISS AND TRESPASSING INCIDENTS TO THE APPROPRIATE TRAIN DISPATCHER, KRSV, AND THE KRSV ON DUTY MANAGER/SUPERVISOR.

Instructions:

1. Complete the report as soon as it is safe to do so.
2. Only record the facts.
3. Place **N/A** or leave any unknown field(s) blank.
4. File original report with your supervisor.
5. Check type of Report: ☐ Near Miss; fill in sections 1, 3, 4 and 5. ☐ Hazard ID; fill in sections 1, 2 and 5.
6. Fax report to KRSV.
7. Report will be filled out electronically and additional information attached, when required.

Section 1: General			
1. Person Completing Report:			
2. Name of Person Reporting Hazard (if not person completing report):			
3. Received Notification of Hazard by: ☐ Email ☐ Telephone ☐ In Person		4. Contact Information: ( ) -	
5. Department:	6. Date of Occurrence: / /	7. Time of Occurrence: : ☐ AM ☐ PM	
8. Weather: ☐ Clear ☐ Cloudy ☐ Rain ☐ Fog		9. Visibility: ☐ Dusk ☐ Dawn ☐ Day ☐ Night	
10. Subdivision:		11. Direction of Travel: ☐ N ☐ S ☐ E ☐ W	
12. Nearest Milepost:		13. Train Station:	
14. Nearest City/Town:		15. County:	

Section 2: Hazard Identification - (Check all that apply.)		
16. Location	20. Track/Infrastructure	23. Switches
a. ☐ VRE Headquarters	a. ☐ Condition	a. ☐ Sidings
b. ☐ Station Platform	b. ☐ Vegetation	b. ☐ Crossovers
c. ☐ Parking Lot	c. ☐ Defect Detectors	c. ☐ Yards
d. ☐ Maintenance Facility	d. ☐ Bridges/Trestles	24. Signals
e. ☐ Layover Facility	e. ☐ Tunnels	a. ☐ Intermediate
17. Equipment	21. Right of Way	b. ☐ Control Points
a. ☐ Condition	a. ☐ Fencing	25. Other Railroad Operations
b. ☐ Performance	b. ☐ Trespasser Activity	a. ☐ Amtrak
18. Operating Personnel	c. ☐ Terrain	b. ☐ CSX
a. ☐ Signals	d. ☐ Other ROW Incursions	c. ☐ NS
b. ☐ Speed Restrictions	22. Highway/Road Grade Crossings	26. Contractor Activity
c. ☐ Communications	a. ☐ Public	a. ☐ Close to Tracks
19. Train Dispatcher	b. ☐ Private	b. ☐ Other Conditions
a. ☐ Operating Authority		27. Other
b. ☐ Communications		a. ☐
		b. ☐

Section 3: Train Information			
28. Locomotive Number:	29. Cab Car Number:	30. Total Cars in Consist:	
31. Train Schedule #:	32.Use of Whistle and Bell: ☐ Yes ☐ No	33. Emergency Brake Application: ☐ Yes ☐ No	34. Train Speed: MPH

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KRSV Hazard Identification & Near Miss Form, cont.

Section 4: Vehicle/Trespasser Information

35. ☐ Automobile ☐ Pickup Truck ☐ Truck ☐ Tractor Trailer ☐ Van ☐ Bus ☐ RV ☐ School Bus ☐ Motorcycle ☐ Other Motor Vehicle ☐ Trespasser

36. Make:	37. Model:	38. Color:

39. Vehicle License:	40. State:	41. Direction of Travel: ☐ N ☐ S ☐ E ☐ W	42. Driver/Trespasser: ☐ M ☐ F ☐ Unknown	43. Can you identify the driver? ☐ Yes ☐ No

44. Age	45. Height	46. Weight	47. Description – Include hair color, clothing (hat, coat, shirt, pants, shoes, etc.) ethnicity, other identifying marks, direction of travel.

48. Total Number of People In the Vehicle, Including Driver: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

49. Drivers Action: ☐ Did Not Stop ☐ Stopped, then Proceeded ☐ Drove Around/Through Gates ☐ Stopped on Crossing ☐ Trapped Between Cars on Crossing	50. Vehicle Markings (e.g. Co. Name, Logo, etc.):

51. Type of Crossing Warning System (check all that apply): ☐ Wig Wag ☐ Flashing Light System (FLS) ☐ Gates ☐ Gates with FLS ☐ Audible ☐ Cross Bucks ☐ Stop Signs ☐ Other

52. Type of track: ☐Single ☐Multiple ☐Siding ☐Yard

Section 5: Summary of Identified Hazard(s) or Near Miss Event

*ID	Description

Any specific conditions or circumstances? (Describe):

Keolis

KRSV RISK ASSESSMENT FORM

Instructions:

1. Complete this form as soon as the Hazard ID Form has been completed
2. Place N/A or leave any unknown field(s) blank
3. Report will be filled out electronically and additional information attached, when required
4. Attach this form to the Hazard ID Form

Section 1: General

Attach this form to the Hazard ID Form	Hazard Assessment		
	Severity	Probability	Risk

Section 2: Hazard Controls/Implementation Plan - (Apply Table 4)

Controls	Resources	Person(s) Responsible for Plan	Date Implemented
			/ /
			/ /
			/ /
			/ /

☐ General Manager		/ /
☐ Senior Operations Manager		/ /
☐ Superintendent of Equipment		/ /
☐ Transportation Manager		/ /

Section 4: Hazard Management Approval

I am satisfied that the appropriate controls have been implemented to manage the identified hazard(s).

Name:_____

Position Title:_____

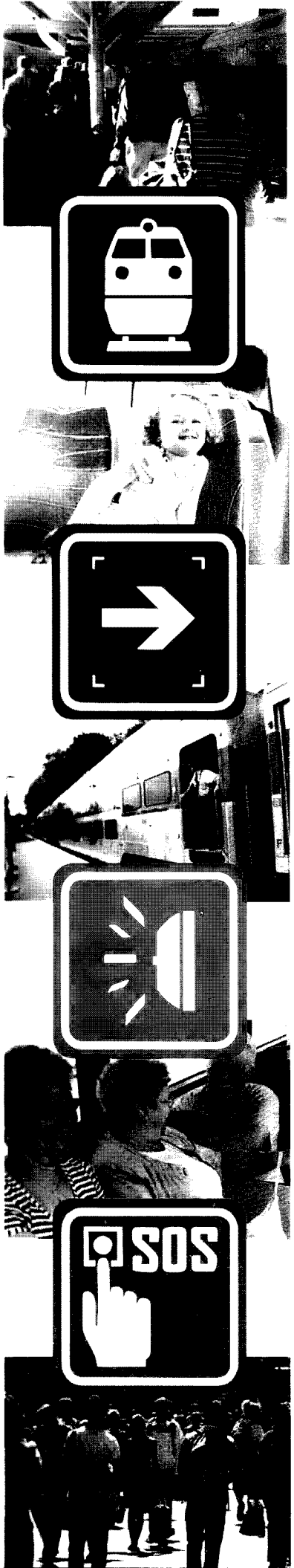
Signature:_____

Date:____/_____/_____

Hazard Control Log

	Every 24 Business Hours
SERIOUS	Every 72 Business Hours
MEDIUM	Weekly
LOW	Bi-weekly

Hazard ID	Location	Risk Level	Person(s) Responsible for Implementation Plan	Controls Review Date	Controlled Date



Supplemental Appendices to Security, Emergency Preparedness and Emergency Response

APPENDIX 3-1

POLICE NATIONALE Keolis

MASTER AGREEMENT

establishing the coordination procedures between the National Police and Keolis, a private operator for public transport of passengers, for promoting safety on public transport

BETWEEN: The Ministry of the Interior, represented by Mr Claude BALAND, Prefect, Director-General of the National Police,
Mr Pascal LALLE, Central Director for Public Safety,
of the first part,

AND

The Keolis group, a *société anonyme* (a joint stock company), represented by Patrick JEANTET, Chief Executive Officer France, with its registered office located at 9 rue de Caumartin 75009 Paris,
of the second part,

IT HAS BEEN AGREED AS FOLLOWS:

RECITALS

Security on public transport, which is a real local issue and which affects a majority of the French, constitutes a key objective for the State, the authorities organizing public transport and the carriers. In order to ensure the security of French public during their journeys, on 21 April 2010, the Ministry of the Interior implemented a national plan for public transport security. Monitored by the public transport security coordination team, this plan constitutes a major development in the way that the phenomena of insecurity and antisocial behaviour on public transport are treated and it is based upon two keywords: anticipation and coordination.

In this perspective, the National Police and the Keolis group have concluded this master agreement in order to encourage and support the development of close and formal partnerships between local police forces and the operating subsidiaries of Keolis providing public transport for passengers. These partnerships, adapted to local requirements and capacities, are principally intended to strengthen the exchange of information, optimise operational coordination and professionalise the practices and confidence of the players involved in urban public transport security.

Article 1: Exchange of information

1.1 - Procedures for exchange

- at the local level, the subsidiaries of the Keolis group and the local police forces shall meet regularly to exchange any necessary information for the security and tranquillity of the public transport network operating within the jurisdiction of the local police force.

- the frequency of such meetings shall be determined by mutual agreement of the appropriate local officers on both sides, in order, on the one hand, to encourage upward reporting of information and to conduct an overlapping analysis of trends and observed incidents, and, on the other hand, to develop a diagnosis, tackle the problems and plan the coordinated measures or mechanisms to be implemented. In addition, to the extent possible, an update shall be provided as to the results of -. At a minimum, one meeting each year shall take place with the head of the local police force and the chief executive officer of the local operator or their representative with a view to preparing a report on security on the public transport network, on the measures adopted and on the results obtained.

- in addition to such meetings, operational exchanges and debriefings shall be implemented as often as is necessary, by e-mail, telephone or face to face meetings, in order to permit a proper level of anticipation and reactivity by the police force.

1.2 - Documents exchanged

- the documents exchanged shall cover every item necessary for an understanding of the security of persons and property on the network. In particular, a statistical database shall be established as to the incidents recorded (sub penal and penal), items evidencing the incidents that occurred during the month and cumulatively over the last 12 months, analyses of trends or tables of activities.

- the frequency of such communications shall be established by the local officers. An annual report shall be jointly produced by the heads of the local police and the operating subsidiary of Keolis in order to develop a diagnosis and formalise a plan of action.

- operators possessing information technology tools permitting the creation and the processing of "alarm files" shall ensure, if necessary, their transmission to the *Centres d'Information et de Commandement* [Information and Command Centres[(CIC) of the *Directions Départementales de Sécurité Publique* [Departmental Directorates of Public Security] (DDSP) for real-time use by the police force.

1.3 - Interface for the communications networks

- when specific events in public transportation (e.g.: demonstrations, discount street markets, sports meetings) specifically generate a massive flow of passengers, the carriers may make employees available to the CIC for the purposes of improving communications between the two entities and establishing a strengthened level of coordination.

1.4 - Geo-location networks

- operators possessing geo-location technology, which permits real-time, continuous, on-screen visualisation of the geographic position of public transport vehicles, may offer to transfer their data to the CIC in order to improve the reactivity of the police force in the event of an incident.

Article 2: Training measures

2.1 - Mechanisms for discovery, reception and sensitisation

- the local police force and the subsidiaries of the Keolis group shall both organise meetings and half days for discovery of thy are organised for the benefit of police officers and public transportation employees.

Three priority axes for professionalization through training can be indicated:

2.1.1 - ticket inspectors, drivers as well as mediation and prevention employees may benefit from sensitisation measures conducted by the police force departments targeted at the management of conflicts, presentation of the legal framework for collecting, reporting, inspecting and verifying identity, blatant misdemeanours or the quality of information transmitted during the filing of complaints in order to facilitate their use within the framework of prosecutions. These measures may also result in sensitising trainees regarding the preservation of evidence and clues. Furthermore, with the objective of improving the quality of the summonses issued to offenders, the departments of the *Officier Du Ministère Public* [state prosecutor for misdemeanours] (OMP) may conduct information sessions for the benefit of Keolis personnel.

2.1.2 - management and supervisory employees of carriers may discover the organization and operation of the DDSP during a half day and visit the CIC. Reciprocally, visits to the command posts of the operators may be organised for the benefit of police officers in order to improve their knowledge of the respective operating procedures and to contribute to a shared vision of security.

2.1.3 - the Keolis group shall make itself available to the National Police in order to participate in training programs so as to comment on the role and doctrines of a carrier. The carriers shall host police officers newly attached to a local police force as well as trainee police officers for a presentation on the security problems in the network, visits to their command posts and their facilities.

2.2 - Availability of training equipment

- subject to operating constraints, the operators shall encourage the making available of their facilities, underground and tramway carriages as well as their buses to the police force for the purposes of facilitating the perfection of intervention techniques in a confined environment.

2.3 - Vocational Integration

- the Keolis Group shall encourage the hiring of former police officers within its subsidiaries.

Article 3: Operational coordination

3.1 - Joint measures

- the presence of police officers during ticket inspections adds credibility and supports the activities of the inspectors on the network and reassures the clientele. This presence also optimises the fight against fraud and antisocial behaviour. A provisional timetable for ticket inspections shall be transmitted to the partner DDSP every week, which, depending upon their resources and their own needs, will position police officers in support of the Keolis employees.

The police officers present may be required to conduct immediate inspections of the identity of offenders. Measures for strengthened identity inspections shall be regularly organised on the network in coordination with the police force.

3.2 - Specific measures

3.2.1 Specific problems

- the operators may transmit request for support to the DDSP when their employees encounter problems in exercising their tasks as a consequence of appearance and/or rundown areas. Such requests may also be submitted in the event of an offender's refusal to identify themselves as well as during the afternoons, at night, on weekends or just before school holidays. The security measures and the fight against criminality conducted by the public highway services are intended to fight against delinquency and antisocial behaviour and reassure users as well as the employees of the carrier. "Visibility, meeting and deterrence points" (PVRD) shall be scheduled by the DDSP as a function of the incidents and trends observed on the network in close collaboration with Keolis. Foot patrols, travel with the drivers for several stops, meetings with the drivers to identify problem lines and routes and

orientation of the patrols and the presence of the police officers. In cases of urgency, the police force shall ensure rapid assistance is provided to the carrier's employees.

3.2.2 Specific events

- specific events (e.g.: World Music Day discount street markets, concerts) shall also be taken into account and shall be made the subject of specific prevention and security plans in order to define the role, expectations and actions of everyone on the ground.

3.2.3 Access by police officers to the transportation network

- the operators shall provide detectives, working in plain clothes within the framework of their employment, with the means to travel on the network in order to facilitate their actions.

Article 4: Video surveillance resources and technical measures for the prevention of offences

- video surveillance permits the forces of the State to identify and punish offenders committing antisocial behaviour or acts of aggression. It also dissuades certain people from committing an offence and thus supports network security. Keolis shall make available, within the framework of criminal investigations, the photos or images collected in buses, tramways and underground trains, in compliance with the legal and regulatory provisions

- in the absence of the possibility of electronic transmission of carriers' video surveillance images to the police CIC, operators, in case of necessity or specific events, operators shall facilitate police access to their PCs for the purposes of viewing the images in compliance with the regulatory provisions.

- in order to prevent antisocial behaviour or acts of delinquency being committed, the security officers and contacts of the National Police shall be made available to the operators for any expert's investigation or advice with respect to the development of video resources, the improvement and securitisation of spaces or the organization of publicity campaigns to fight against antisocial behaviour. Such officers may, in addition, assist in the formalisation of the instructions in force at the operators' facilities within the framework of the government Vigipirate plan.

Article 5: Processing and monitoring of prosecutions

5.1 - Filing of complaints

- the carriers shall make available to their employees specific forms that include the necessary items of information that the investigating departments require on the filing of a complaint. Such forms shall target the facts, modus operandi adopted (number of offenders, descriptions) the direct and consequential damage as well as the measures taken by the operators. These forms are not intended to substitute for a complaint made by the victims.

- the DDSP shall facilitate the reception of transportation personnel, in particular by prioritising meetings for the filing of complaints by employees who have been attacked in order not to penalise the operation of the networks.

5.2 - Management of the follow-up of infractions on public transportation

- regular exchanges shall take place between the carriers and the services of the OMP in order to ensure monitoring of the files transmitted as to infractions observed by transport police.

Article 6: Divers

6.1 - Annual report

- the annual report, at the local level, shall, in particular, include the statistical items on the application of the measures adopted by the parties and shall be presented to the prefect and to the chairman of the authority responsible for organising public transport at an annual meeting or during the holding of a CLSPD. This document shall also be addressed to the public prosecutor.

6.2 - Term of the agreement

- this agreement may be adapted at the request of either of the parties.

Signed in Paris, on xx/xx/2013

The Prefect
Director-General of the National Police

Claude BALAND

The Central Director of Public Security

Pascal LALLE

The Chief Executive Officer
Keolis France

Patrick JEANTET

APPENDIX 3-2:
Keolis Rail Services America System Security Plan

SYSTEM SECURITY PLAN

FOR NORTH AMERICAN CONTRACT COMMUTER RAIL SERVICES

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7.3 Operating Personnel

7.4 Equipment and Facility Maintenance Personnel.

8.0 Threat and Vulnerability Identification, Assessment and Resolution

9.0 Auditing and Modifying the KRSA SSP

Attachment 1: Approved System Security Training Matrix of the Department of Homeland Security

1.0 Commuter Rail System Description

Whenever Keolis Rail Services America (KRSA) enters into a contract to provide contract commuter rail services for a commuter rail system that has developed and implemented a System Security Plan (SSP) detailing the existing security plan, program, conditions, resources and approach to security for the system, KRSA will assume security-related duties and responsibilities to the extent specified in the governing agreement for the provision of these contract services and will discharge those duties and responsibilities in harmony and compliance with the client agency's governing SSP to the greatest extent possible.

While the nature and extent of KRSA's involvement in security-related duties and responsibilities will vary from contract to contract and from system to system, the nature of North American commuter rail service and how it is provided means that every system for which KRSA is providing service will exhibit a number of similar system characteristics:

1. The system will be, for the most part, barrier free with open stations and people able to enter and exit the system unchecked at a large number of locations
2. The right-of-way and critical structures (e.g., bridges, tunnels) will not be fenced and/or have restricted access in most places
3. There will be a number of highway/rail at-grade crossings (i.e., one grade crossing per mile of railroad is not atypical)
4. Actual security presence on the trains is usually kept at a minimal level
5. While certain key locations, such as major stations and maintenance facilities, may have security cameras, the majority of the system will not be under active surveillance and/or monitoring
6. The rail lines in the commuter rail system will have more than one type of rail service operating over them, with shared usage of these rail lines by the commuter trains and freight trains the most common occurrence of this type. The freight trains, in almost every case, will carry hazardous materials on a routine, frequent basis.
7. While commuter rail equipment, i.e., locomotives and coaches individually or made up into trainsets, is typically stored in secured locations when not in actual operation, these trainsets usually spend many hours each day with no one physically on them

Simply stated, from a security perspective, this is what a North American commuter rail system looks like. It is an open, generally-unsecured operating environment and infrastructure 80 to 100 feet wide and up to several hundred miles long, with trains carrying up to 2,000 passengers each running through a number of cities, towns and jurisdictions at speeds of 60 to 80 miles per hour.

It is this type of system to which the security efforts of the client agency and KRSA as a contract services provider will be applied.

2.0 Operating Plan for the Implementation/Utilization of the System Security Plan (SSP)

Although KRSA's role in system security may vary from contract to contract, generally, the KRSA Manager of Safety (or equivalent title), who will be a direct report to the KRSA General Manager, will also be responsible for KRSA's system security responsibilities from an overall management and reporting perspective. While the Manager of Safety will have lead responsibility for the security function within a given commuter rail contract, as with

safety, every member of the KRSA management team will play an active role in preserving and maintaining system security

System security for the services provided to client agencies by KRSA will be established and maintained through the diligence and the actions of KRSA management, employees and contractors in adhering to the provisions, requirements and standards of the KRSA SSP, external security regulations such as those of the Transportation Security administration (TSA), the rules and standards of the host railroad(s) over which trains are operated and the governing agreement between KRSA and the client agency for the services being provided.

Such adherence will be closely monitored, frequently audited and periodically evaluated to assure the attainment of the highest level of system security and compliance with all of the governing authorities mentioned in the previous paragraph.

KRSA managers dedicated to the contract services will be as involved in the security of the commuter rail service and system as they are in the safety of the service's passengers, trains, equipment, stations and facilities. If a security situation or threat occurs on a KRSA-operated commuter rail train, the first notification of the situation or threat will be to the train dispatcher of the host railroad with jurisdiction over the territory in which the train is located.

KRSA, in every commuter rail operating contract, establishes with the host railroad a requirement for the train dispatcher to immediately notify the designated KRSA manager in such a circumstance. Once the initial notification of a security-related situation is received, the next steps, which will be accomplished as quickly as possible, will entail:

- Communicating directly with the KRSA operating crew of the train and/or with the maintenance personnel at the facility where the situation exists
- Communicating the situation internally to all KRSA managers and supervisors who may be involved in the response and determining who to dispatch to the scene, if it is considered appropriate to have KRSA management present
- Communicating with the appropriate client agency manager(s) to coordinate KRSA's response with that of the client agency
- Communicating with the host railroad(s) to develop more information relative to the situation, e.g., nature of the situation or threat, severity, anticipated duration, steps that can be taken to mitigate the impact of the event, etc.

From that point on, KRSA's role is to assist security responders in any way possible, providing as much information as possible and working to preserve the safety and security of the commuter rail system's passengers, equipment, stations and physical assets.

3.0 Security Plan Management

As mentioned in Section 2.0 above, the active day-to-day management of the SSP in every KRSA commuter rail contract service will be the responsibility of the Manager of Safety (or equivalent title), who will be responsible for:

- Being familiar with the SSP and the security programs of the client agency and assuring that all of KRSA's security-related activities are coordinated with and in harmony with that SSP
- Communicating frequently with the designated security manager of the client agency on any/all system/service security issues, concerns and/or trends that develop and that all security information is shared between KRSA and the client agency
- Receiving reports on security conditions within the system/service, monitoring trends and reporting as needed to KRSA management and to the client agency

- Developing and administering security-related training programs to all KRSA employees involved in the contract service
- Managing KRSA's participation in all security-related drills and/or other events conducted within the contract system/service

Of all of these responsibilities, obviously one of the most important is the training of KRSA employees on security-related programs and issues. KRSA will provide all of the employees engaged in a contract commuter rail service with a comprehensive training program aimed at assuring that they possess and demonstrate the requisite skills to perform their duties safely, with a high degree of competency and proficiency. Specifically, within the area of system security, this training will include many of the programs and components detailed on the Training Matrix of system security training courses approved by the Department of Homeland Security and attached to this SSP as Attachment 1.

4.0 KRSA Security Goals and Objectives

Consistent with the above guiding principles for KRSA employees in dealing with security issues and KRSA's role as a commuter rail contract services provider, KRSA's goals and objectives for its system security plan must be harmonious with those of the client agency for which it is providing the contract services. In most cases, however, the KRSA goals and objectives will have somewhat of a different focus. For example, the client agency will usually take the lead in providing actual security forces for the commuter rail service and system. These security forces may be agency employees or they may be employees of a security contractor.

KRSA employees, as described in this SSP, in their role on the trains and in the maintenance facilities, will often be the first to encounter a security threat or situation. As such, they must be prepared and trained to recognize what is happening, to make an initial assessment of the nature and type of the security situation and to communicate the details of the situation to the appropriate train dispatcher, to KRSA management and/or to the security forces that will actually respond as quickly and as completely as possible, so that the response can be effective and the threat can be dealt with and eliminated.

Therefore, the primary goals and objectives of KRSA in regard to system security entail working with and training KRSA employees to assure that they are:

- At all times aware of possible security threats and situations
- Able to recognize an actual security threat or situation and make an initial assessment of what is happening
- Able to communicate this information quickly and effectively
- Prepared to assist security forces, if requested, with whatever other information they may have that can be helpful in addressing the threat or situation (e.g., having equipment diagrams that may help security forces in dealing with a situation inside of a passenger coach, etc.)

KRSA employees are not expected to respond to a security threat. They are expected to recognize that threat, communicate it effectively and then, if asked, provide additional information that may assist security forces in effectively dealing with the threat.

5.0 Current Security Conditions

The monitoring and the reporting of current security conditions will be an everyday, every train undertaking involving every KRSA manager and employee engaged in a contract

commuter rail service. As with other aspects of a commuter rail service, security conditions will be a dynamic, ever-changing element of the operating environment within which KRSA provides contract services. Our plan and the methodologies for meeting this challenge and being prepared for changing conditions is described in Sections 2.0, 3.0 and 6.0 of our SSP.

6.0 Security Program

KRSA recognizes that our employees engaged in the provision of contract commuter rail services will frequently be in the position of being the first witness to or having the first awareness of a threat to the service, an act of vandalism committed against the service or some other event/occurrence that jeopardizes the security of the service. In such a circumstance it is up to us to assure that the event/occurrence is promptly and fully reported, so it can be responded to as quickly as possible and the potential negative impact on the service mitigated to the greatest extent possible.

We view our primary security responsibilities in providing operating and equipment maintenance services to the client agency as including:

- Providing effective, comprehensive security-related training programs for our operating crews and equipment maintenance personnel
- Assuring that our employees remain alert to and aware of any security threats to the service, equipment, stations and facilities
- Having in place and in effect at all times communications procedures and protocols to be enacted whenever a security situation or threat of any type to the service is encountered and/or perceived

KRSA and personnel involved in the contract commuter rail service will be guided by the following principles when it comes to security-related issues:

- BE ALERT
- BE OBSERVANT
- IF YOU SEE OR HEAR SOMETHING SUSPICIOUS, OR IF SOMETHING SUSPICIOUS IS REPORTED TO YOU, COMMUNICATE IT TO YOUR MANAGER OR SUPERVISOR AS QUICKLY AS POSSIBLE

In accordance with 49 CFR Part 1580.203, each passenger railroad must immediately report potential threats or significant security concerns to the Department of Homeland Security by telephoning the **Freedom Center at 703-563-3240 or 1-866-615-5150**.

Potential threats or significant security concerns to be reported encompasses incidents, suspicious activities and threat information including, but not limited to, the following:

1. Interference with the train crew
2. Bomb threats, specific and nonspecific
3. Reports or discovery of suspicious items that result in the disruption of rail operations
4. Suspicious activity occurring onboard a train, in a passenger station or inside a maintenance facility that results in a disruption of service
5. Suspicious activity observed at or around passenger coaches, facilities, stations or other infrastructure used in the service
6. Discharge, discovery, or seizure of a firearm or other deadly weapon on a train or in a station, facility, or storage yard, or other locations within the system
7. Indications of tampering with locomotives or passenger coaches

8. Information relating to the possible surveillance of a passenger train, maintenance facility, storage yard or other locations within the system
9. Correspondence indicating a potential threat to rail transportation
10. Other incidents involving breaches of system security

To the greatest extent possible, information reported will include:

1. The name of the commuter rail service and/or the contract services provider and contact information, including a telephone number or e-mail address
2. The affected station or other facility
3. Identifying information on the affected train and its location
4. Origination and termination locations for the affected train, including departure and destination city and the rail line/route
5. Description of the threat, incident or activity
6. The names and other available data about the individual(s) involved in the threat, incident, or activity
7. The source of the threat information

Working together with the client agency, KRSA management will assure that this important federal regulation and these requirements are complied with at all times.

An additional responsibility for KRSA management in regard to system security is to work with the designated manager of the client agency who serves as the primary contact for intelligence information and security-related activities and communications with the Transportation Security Administration, and is responsible for coordinating all security practices and procedures with appropriate law enforcement and emergency response agencies.

KRSA will work with this client agency manager in investigating the nature and cause of security-related events and threats that have occurred and to analyze these events and threats to determine what types of security programs are functioning properly and what additional programs need to be established and/or augmented in order to maintain the highest possible level of system security for the client agency's service and system.

7.0 Security Responsibilities for KRSA Managers and Employees in the Provision of Contract Commuter Rail Services

7.1 KRSA Management

Within the KRSA management structure, the KRSA General Manager has overall responsibility for contract rail services being provided on behalf of the client agency, pursuant to the governing operating agreement, including, but not limited to the operation of the trains, the maintenance of the equipment, compliance with all regulatory and contractual requirements, including system security responsibilities, and all aspects of KRSA's relationship with the client agency and the host railroad(s). The General Manager is the primary KRSA contact with all of the other entities involved in any way in the contract service. Together with the KRSA management team assigned to each contract service, the KRSA General Manager and the managers for this service will:

- Maintain a constant, effective management presence on the trains being operated and the facilities, stations and other elements of the service property
- Constantly emphasize the need for contractual and regulatory compliance in all aspects of the services being provided to the client agency

- Conduct announced and unannounced inspections aimed at identifying and eliminating unsafe practices, operations and/or conditions
- Order the cessation of unsafe activities or operations that are determined to be presenting an immediate, imminent and/or unacceptable risk or hazard
- Establish and implement a comprehensive training program to ensure that training is conducted and that all employees, including subcontractors, are fully qualified for the service function which they are performing
- Investigate all accidents, incidents, injuries, identified hazardous conditions and potential threats to safety and/or security to determine the quickest, most effective response in each case
- Review all management policies, programs and procedures, making revisions, changes and modifications as required to assure safety, security, contractual and regulatory compliance, operational excellence and cost-effectiveness in all services provided to the client agency
- Participate in hazard identification, assessment, and resolution
- Submit required reporting to the client agency and any regulatory agencies having jurisdiction
- Analyze available safety data for trends and identification of improvements
- Assure the implementation of and adherence to all governing plans for the contract service being provided, such as the KRSA SSP, by all managers and employees at all times

7.2 KRSA Employees — General

All KRSA employees engaged in contract commuter rail service are expected to be observant whenever they are on duty and to report any suspicious activities and/or events that they witness or encounter immediately. For an imminent threat, they must immediately contact 9-

1-1. For any type of security-related occurrence, whether they call 9-1-1 or not, they must immediately notify their manager or supervisor, who will then be responsible for notifying KRSA and client agency management. Such reports must be as detailed as possible, including the employees' initial determination, based on their presence at the scene, of the extent of the threat or situation, the imminence of the threat and the type of response that may be required, as well as any other information that is available at the time the report is made.

7.3 Operating Employees

Locomotive Engineers

- Report any security situations encountered to the appropriate train dispatcher and to any designated reporting point of the client agency
- Determine when it is necessary to call for assistance and then maintain contact with the appropriate train dispatcher to assist response units to the location of the affected train
- Respond to any calls from the Conductor and/or Assistant Conductor for situations occurring on the train or any situations observed at stations
- Assist in initial response and in controlling the scene of an incident until the arrival of response units and/or until relieved by KRSA managers
- Provide as complete a report as possible of the security situation, including participating in any subsequent investigation if requested to do so

- Identify and report any security hazards encountered in the operation of trains

Conductors and Assistant Conductors

- Determine when it is necessary to call for assistance in response to any situation encountered on a train and/or in a station and so notify the Engineer
- Deal with the passengers on a train in a courteous, professional manner, communicating frequently and keeping the passengers as informed as possible about the situation
- Participate with the Engineer in the initial response and in controlling the scene of an incident until relieved
- Assistant Conductors will be governed by the instructions of the Conductors in such situations
- Provide liaison with response units and assist, if requested, in maintaining order at the scene and in gathering witness information
- Provide as complete a report as possible of the security situation, including participating in any subsequent investigation if requested to do so
- Identify and report any security hazards encountered in the operation of trains

7.4 Equipment and Facility Maintenance Personnel

- Identify and report any vandalism, trespassing or intrusion into the maintenance facilities
- Identify and report any vandalism, damage or defacing of locomotives or coach
- Repair/remove any garbage or graffiti encountered during maintenance activities
- Provide as complete a report as possible of any vandalism, damage and/or trespassing/intrusion encountered and/or witnessed

8.0 Threat and Vulnerability Identification, Assessment and Resolution

Threats and vulnerabilities to a commuter rail system span a variety of events, none of which can be entirely eliminated while expecting to operate the system. Therefore, once threats and vulnerabilities are identified, their impact on the total system must be assessed to determine whether to accept the risk of a particular danger, and the extent to which corrective measures can eliminate or mitigate its severity.

Security is a process of risk management: identifying threats, assessing how vulnerable the system might be, the consequences of an actualized threat and the frequency with which they may occur over time.

Threats are defined as specific activities that will damage the system, its facilities, or it patrons. Threats include any actions which detract from overall security. Those responsible for identifying and assessing threats and vulnerabilities must not only measure the degree of potential danger, but the chances of that particular danger actually occurring.

Vulnerability is defined as the susceptibility of the system to a particular type of security hazard. Vulnerabilities can be corrected, but risk analysis must be undertaken to determine which vulnerabilities take the highest priority. Because transit systems cover a vast amount of territory that is often unfenced or otherwise unprotected all equipment is vulnerable to terrorist attack.

Identification

Threat and vulnerability identification will include security testing and inspections, geared to promoting and ensuring that equipment is operating properly and is readily available when needed, and that employees are proficient in the use of the equipment. This testing program will

not only assesses the current state of security, but will also be used to upgrade employee effectiveness through targeted training.

Preparedness is a measure of the system's ability to withstand or respond to threats and vulnerabilities as they may occur thus preparedness to respond to breaches when they occur is a major component of a System Security Plan.

The three steps for measuring preparedness are:

1) confirming the preparedness of all equipment
2) testing and evaluating employee proficiency with the equipment, policies and procedures
3) evaluating the successful integration of steps one and two through drills or other exercises

Assessment

KRSA's process for identifying and evaluating those areas of the operation, facilities, and vehicles that are most susceptible to security threats and the consequences of such threats is focused in four key areas:

- ❒ *Asset valuation and judgment about consequence of loss.* What assets must the agency protect? How should these assets be valued – both to the agency and a potential adversary? What is the impact if these assets are lost – on passengers, employees, public safety organizations, the general public and the commuter rail operation?
- ❒ *Identification and characterization of the threats to specific assets.* What are the threats to the system? How can these threats be described and quantified in terms that support management decision-making activity?
- ❒ *Identification and characterization of the vulnerability of specific assets.* What vulnerabilities – or weaknesses in the security posture of the asset – exist that could be exploited? Can the transit operator make design or operational changes to reduce risk levels by altering the nature of the asset itself?
- ❒ *Identification of countermeasures, costs, and tradeoffs.* What different countermeasures are available to protect an asset? What is the varying cost or effectiveness of alternative measures? In many cases, there is a point beyond which adding countermeasures will raise costs without appreciably enhancing the protection afforded

A major portion of KRSA's ability to assess its threat and vulnerability levels is dependent on the quality of its data collection. Among the most important sources of data to assess threats and vulnerabilities and to anticipate risk are:

1) incident and breach reports
2) passenger complaints
3) employee reports and complaints
4) personnel records
5) physical plans of all facilities

Resolution

The three types of threat and their response can be categorized as follows:

1. threats that are sufficiently severe to demand immediate response – **Eliminate**

If the decision is to eliminate the problem, discuss redesign, retraining, or procedural changes that are required to institute the change.

2. threats that may require short- or long-term planning to ameliorate – **Mitigate**

If the decision is to mitigate the problem, determine:

a) the risk management issues resulting in the change

b) specifics of the change, such as changes in procedures, addition of police or security oversight, or physical security changes

c) implementation dates of changes and how employees at the specific facility will be effected

3. threats that may be accepted as part of doing business, with no action – **Accept**

If the decision is to accept the problem, determine:

1) how the threat was determined to be acceptable (remote enough to ignore)

2) the nature of the danger, however small, represented by the threat

3) how the system's operating environment mitigates the threat, allowing it to be classified as acceptable

9.0 Auditing and Modifying the KRSA SSP

Under the direction of the client agency's manager in charge of system security, a program of regularly scheduled audits of the KRSA SSP will be conducted. KRSA will cooperate with and participate in this audit program to the extent requested by the client agency. Audit findings, particularly if there are any deficiencies, will be addressed, and rectified if required, as quickly as possible.

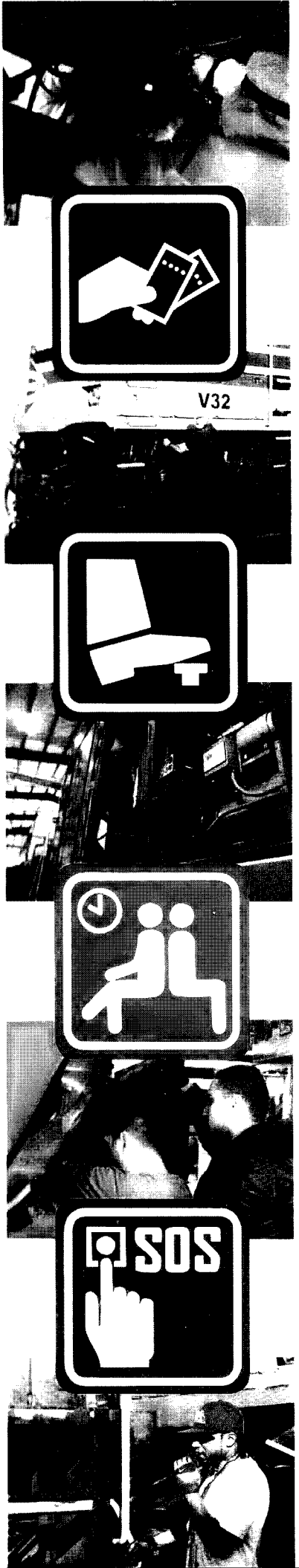
Modifications to the KRSA SSP will be made whenever it is recognized, through SSP audits, actual security situations encountered in the course of providing contract commuter rail service and/or new/revised regulatory requirements, that the current plan needs to be revised, expanded and/or updated. The process of developing the necessary modification(s), getting the approval of KRSA management, getting the approval of the client agency (if so required) and implementing the modification, including conducting whatever training is necessitated by the modification associated will be the responsibility of the Manager of Safety (or equivalent title).

In addition, KRSA will conduct its own series of periodic SSP audits, both on a scheduled and an as-needed basis to determine the effectiveness of the SSP and the need, if any, for plan modification.

ATTACHMENT 1

	BASIC MASS TRANSIT SECURITY TRAINING PROGRAM												
Training Description	**Focus**	**Standard**	**Categories of Employees to Receive**									**Federal Course Availability**	
			Front-Line Employees	Station Managers	Administrative and Support Staff	Maintenance Workers	Mid-Level Management	Senior Management	Operations Control Center Staff	Security Guards	Law Enforcement	Title	Duration
Security Awareness	Enhance capability to identify, report and react to suspicious activity and security incidents	2 Hours Annually (minimum) Recurring	X	X	X	X	X	X	X	X	X	System Security Awareness for Transportation Employees	4 hours classroom 8 hours train the trainer
Behavior Recognition	Recognize behaviors associated with terrorists' reconnaissance and planning activities, including the conduct of surveillance. Applies lessons learned from the Israeli security meeting	2 Hours Annually (minimum) Recurring	X	X		X	X	X	X	X	X	Terrorist Awareness Recognition and Reaction (TARR)	4 hours classroom 8 hours train the trainer
Immediate Emergency Response	Prepare passenger rail train operators to deal with explosive detonations, incendiaries, released chemical hazards, and similar threats in the confines of trains and system infrastructure	4 Hours Annually minimum Recurring	X	X					X		X	Incident Management for Transit Employees and Passenger Management (courses in development by UTA) Transit agencies do conduct local programs on this subject	TBD
National Incident Management System (NIMS)	Ensure transit agency emergency preparedness and response personnel gain and retain the knowledge and skills necessary to operate under NIMS in accordance with the National Response Plan (NRP)	Train on NIMS once, reinforce in drills and exercises		X				X	X		X	National Incident Management System (NIMS) for Transit	1 to 5 days
Operations Control Center Readiness	Identify security vulnerabilities Understand and exercise role of OCC personnel in preventing terrorist attacks Distinguish characteristics of improvised explosive devices (IEDs) and weapons of mass destruction Specify priorities during a terrorist attack and manage incident response Apply transit agency's operational plans for response to IED and WMD scenarios, directing and coordinating activities in the system	Train for OCC readiness once, reinforce in drills and exercises							X			Rail Operations Control Center Response to WMD Incidents	8 hours

	MASS TRANSIT SECURITY FOLLOW-ON COURSES												
Training Description	**Focus**	**Standard**	**Front-Line Employees**	**Station Managers**	**Administrative and Support Staff**	**Maintenance Workers**	**Mid-Level Management**	**Senior Management**	**Operations Control Center Staff**	**Security Guards**	**Law Enforcement**	**Federal Course Title**	**Duration**
Management of Transit Emergencies I (4-day course)	Ensure employees throughout the transit agency understand individual roles in emergency response and the transit system's role in emergencies or disasters in the system and the broader community		X	X	X	X	X	X	X	X	X	Effectively Managing Transit Emergencies	4 days
Management of Transit Emergencies II (1-day course)	Ensure employees throughout the transit agency understand individual roles in emergency response and the transit system's role in emergencies or disasters in the system and the broader community		X	X	X	X	X	X	X	X	X	Managing Terrorist Incidents in Rail Tunnels	8 hours
Coordinated Interagency Emergency Response	Advance interoperability of the transit agency with multiple responding entities in emergency response		X	X		X				X	X	Connecting Communities Emergency Response and Preparedness Forum	2 days
Managing Counterterrorism Programs	Enable transit agency management officials to develop and manage a counterterrorism program in a transit system			X			X	X	X			Strategic Counterterrorism for Transit Managers	2 days
Prevention and Mitigation - IEDS and WMD - T4 3-day course	Enhance capabilities to identify threats from improvised explosive devices and weapons of mass destruction (chemical, biological, radiological, nuclear) to identify, report, and react to suspicious activity and security incidents		X	X	X	X				X	X	Transit Terrorist Tools & Tactics T4i	3 days
Prevention and Mitigation - IEDS and WMD - CBRNE Incident Management 1-day course	Enhance capabilities to identify threats from improvised explosive devices and weapons of mass destruction (chemical, biological, radiological, nuclear) to identify, report, and react to suspicious activity and security incidents		X	X	X	X				X	X	Transit Explosives/CBRNE Incident Management Seminar	8 hours
Transit Vehicle Hijacking Prevention and Response	Enable employees to develop and implement plans and procedures to respond to transit vehicle hijackings and workplace violence		X	X		X			X	X	X	Threat Management and Emergency Response to Bus and Rail Hijackings	1 day
Integrated Anti-Terrorism Security Program	Enhance capabilities of transit agency security officials, law enforcement personnel, and others with interaction with passengers to detect, defer, and prevent acts of terrorism						X	X		X	X	Land Transportation Anti-Terrorism Training Program (LETTP)	4 days
Transit System Security Design	Expand integration of security considerations into designs of new transit systems and improvements of existing systems						X	X				Transit System Security Design Review	3 days



Supplemental Appendices to Mechanical Services Plan

APPENDIX 4-1: EXECUTIVE SUMMARY — PRE-PROPOSAL PROPERTY CONDITION ASSESSMENT REPORT

Mechanical Department Fleet and Facilities
Pre-Proposal Property Condition Assessment Report
Executive Summary

Please note that this is an Executive Summary of the Pre-Proposal Property Condition Assessment Report. The entire report for the fleet and mechanical maintenance facilities is available upon request

Background:

This inspection was intended to provide an overview of passenger rolling stock condition and to provide maintenance recommendations.

Scope:

Inspection of equipment was accomplished at two levels.

1. Trackside Inspection
    - All inspections performed at layover yards.
    - Inspections were "walk through/around"
    - Limited access to electrical cabinets and locomotive engine rooms
    - Interior conditions of Locomotives and coaches inspected
2. Critical System Inspection
    - Inspections performed at maintenance facilities
    - Inspections were both over a pit or trackside outside
    - Access to electrical cabinets, engine rooms and overhead evaporator allowed
    - Ability to inspect Locomotive Top Decks
    - Limited access to Locomotive Air Box inspections
    - Truck and Brake Systems Inspected

Equipment Inspected (Quantity):

1. Trackside Inspection
    - Locomotives – 27
    - Coaches – 151
2. Critical System Inspection
    - Locomotives – 8
    - Coaches – 29
    - Equipment Inspection Summary:

Note: This summary is intended to give a high level assessment only. All comments pertain to the entire fleet except where otherwise noted. A complete assessment will be provided in the final report.

Coaches/Control Cars

Truck and Brake Systems:

- All truck assemblies found to be in good condition
- Brake assemblies generally in good condition.
- Wiring to speed sensors poorly done

- Truck to Car body ground straps improper length (too long)
- Couplers and Draft Gear in good condition
- Wheel rim thickness and flange generally in good condition
- Several exceptions to wheels (shelling and flat spots)

Car Body, Side doors, Trap assemblies and vestibule areas:

1. Bi-Level Cars (Kawasaki)
   - Side doors (automatic) operational and considered good
2. Single Level Cars (Bombardier/Pullman Standard)
   - Rust and corrosion in vestibule area
   - Rust and corrosion at top of corner posts (Bombardier)
   - Trap Door heaters disconnected
   - Side doors considered in poor condition (misaligned, worn upper roller tracks, latches and keepers defective)
   - Several instances of step well separation from car body (Cracked welds)

Interior Seating, Lighting, Floors and ceiling/wall panels:

1. Bi-Level Cars (Kawasaki)
   - Seating generally in good condition.
   - Center seat tables missing/damaged trim ring
   - Lighting in good condition
   - Interior cleanliness considered as fair
2. Single level Cars (Bombardier/Pullman Standard)
   - Seating in poor condition (ripped, torn and mismatched colors)
   - Seating in overhauled Pullman Standard in fair condition
   - Vestibule door nose rubber (Overhauled Pullman) defective
   - Wall and window masks cracked
   - Lighting in fair condition (light diffusers yellowed and dirty)
   - Interior cleanliness considered poor
   - Freon leaks at A/C evaporators
   - A/C Evaporator and filters dirty

<u>Locomotives:</u>

Truck and Brake System:

- Foundation Gear generally good
- Underside of trucks have heavy oil and grease buildup
- Coupler and draft gear in good condition
- Oil leaks at suspension bearing fill caps
- Gear Cases leaking
- Axel lateral good with exception of unit 1109 #4 wheel
- Some evidence of wear at swing hanger bushings and brake lever pins
- Several wheels with shelling and flat spots
- Speed sensor/axel alternator wiring defective and poorly routed

Car Body:

- Heavy Corrosion at windshield area (all units)
- Car body paint generally in poor condition

- Fireman's side sand box rusted through (unit # 1109)
- Side body doors corroded and defective weather stripping
- No exceptions to grab irons and ladders

Engineers Cab:

- General appearance of cab in poor condition
- Torn and damaged engineers/fireman's seats
- Missing and damaged ceiling panels (GP40s)
- Nose doors difficult to operate
- Dirt and debris accumulation in nose area

Electrical Cabinets:

- No exceptions to electrical cabinets
- Reverser and electrical contactors/relays considered good

Engine Room:

- Engine and HEP radiators in fair condition (dirty)
- Radiator shutter cylinders all show "cut in"
- Some evidence of shutter cylinders not operating as intended
- All sumps oil filled
- Car body filters generally good
- Coolant leaks at Dressler couplings
- Engine room floor generally good and free of oil on deck

Prime Mover: (Air Box Inspections on units#1070, 1036, 1132 and 1002 not permitted)

- Oil leaks at turbo charger
- Oil leaks at auxiliary end
- Oil leaks at load regulator
- Oil in engine "vee"
- Sludge build up in upper deck (units 1026, 1060 and 1070)
- Carbon build up in air boxes (units 1026 and 1060)
- Carbon build up unit 1109 # 10 cylinder piston
- Exhaust segments intact with no evidence of leaking
- All engine protection devices in place and appear operational

Oil Analysis:

- Oil analysis shows increasing amounts of Copper and Lead, which is indicative of engine, wear in bearings and thrust washers.

HEP:

- Intake screens dirty
- HEP radiators dirty
- Several recently renewed HEP units
- Engine temperature sensor disconnected (one unit)
- HEP sumps in fair condition (slight oil build up)
- General condition of HEP area was considered fair

APPENDIX 4-2: MECHANICAL DEPARTMENT PROCESSES

Type of Process	Process Name	Process Scope	Process Leader
Management	Management process	Manage the Mechanical Department to deliver the expected results	CMO
Production	Maintenance of Equipment	Manage the maintenance of locomotives and coaches	Deputy CMO
Production	S&I, Train Preparation	Carry out service and inspections, including fuel and sanding, and ensure trains are ready to operate	Manager of S&I and Cleaning
Production	Train Cleaning	Carry out all train cleaning activities	Manager of S&I and Cleaning
Support	Maintenance Planning	Plan all train S&I, maintenance and cleaning activities	Superintendent Fleet Management and Planning
Support	Material Management and Purchasing	Manage spare part purchasing and all Mechanical Department inventories	Finance Department
Support	Human Resources	Forecast and manage staff recruitment, training and staff skills	HR Department
Support	Maintenance of tools and facilities	Maintain Mechanical Department facilities and tools	Engineering Department
Support	Engineering and Lean Management	Monitor the fleet performance on a daily basis and take appropriate actions to improve the performance of the fleet Assist manager to deploy lean management actions in their workshop	Superintendent Engineering and Method
Support	IT, MMS	Provide local IT support	IT Department
Support	Management of Mechanical Department Documentation	Monitor and deploy process to make sure all documents are up to date	Director - Quality, Health, Safety & Environment
Support	Finance	Monitor the economic performance of the Mechanical Department	Senior Financial Analyst

Figure 4- 17: Mechanical Department Processes

APPENDIX 4-3: CLEANING REGIMEN - CAR CLEANING STANDARDS

Cleaning Supplies/Equipment

The following supplies will be considered standard and should be appropriately stocked and replenished as required and as specified in these instructions.

A. Soap: Only leaf or cake soap shall be supplied.
B. Paper Towels: Paper towel dispensers are to be filled with the fold of the towel down so that only one towel at a time is dispensed.
C. Toilet Tissue: When the tissue supply is low, replace with a new roll or pack. Do not leave any extra tissue in the car.
D. Toilet Packs: Packs will be supplied to cars equipped with retention toilets in the quantity specified by toilet maintenance instructions.
E. Deodorants: Place one deodorant block in the container on the wall of the toilet in cars so equipped.
F. Paper Drinking Cups: Open the carton of drinking cups at the end marked, "Open This End". Remove the cups and insert them in the dispenser without touching the rim of the cups.
G. Plastic Bags: Disposable plastic litter bags will be inserted into coach litter baskets and waste receptacles.
H. Approved Cleaning Chemicals: Use for specific purposes such as cleaning stainless steel, aluminum, porcelain and for the removal of graffiti on various surfaces and stains on various surfaces.
I. Equipment for Cleaning Tasks: Included are vacuums, mops, brooms, buckets, shovels, rags, squeegees, ice scrappers, and ladders.
J. Replacement and Repair Supplies: Included are bulbs, screws, walk-on-mats, repair tape, scissors, decals, reflective materials, screwdrivers, hammers.
K. Safety Equipment: Protective gear such as goggles, gloves, and hard hats.

Coach Cleaning Procedures

There are three levels of coach cleaning differentiated by how often the cleaning occurs, the specific tasks performed, and the time required to complete the cleaning.

Class A Coach Cleaning

Level: One (the highest)

Includes: Fleet of Coaches - CTSs and BTCs

Timing: No less than once every 30 calendar days for each coach

Scheduled By: Superintendent's Office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

1. Wash the evaporator and inspect the evaporator drain to ensure that it is open.
2. Remove all lamps for fixture cleaning.
3. Remove debris and trash and wash trash receptacles.
4. Brush seat frames and floor heat guards.
5. Clean under the floor heat guards.
6. Sweep the car.
7. Thoroughly wash and wipe ceiling, walls, bulkheads, stanchions, partitions, cab surfaces, baggage racks, seat armrests and frames, and toilet compartments, using an approved cleanser.
8. Scrub toilet bowls and washstands with an approved cleanser, disassembling the bowl from the base when necessary. Disinfect toilets (except Microphor model). Replace supplies (toilet paper, paper towels, paper cups) as required.
9. NOTE: On those cars equipped with retention toilets, additional steps must be taken to insure that the toilets are drained, flushed, rinsed and refilled in accordance with instructions for the maintenance of these toilets. Do not disinfect Microphor toilets.

10. Scrub seats and seat backs. Brush and clean upholstered seat cushions and backs.
11. Clean all windows, mirrors, windscreens, and other interior glass using a squeegee to avoid streaks, film or residue.
12. Remove all minor graffiti and unauthorized materials (stickers, gum) from interior surfaces.
13. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.
14. Using approved cleaners, completely wash and clean vestibules, including grab irons, doors, door appliances. Remove all snow and ice during the winter.
15. Mop floors, vacuum rugs, and apply clean walk-on mats.
16. Replace lamp fixtures and bulbs.
17. Barrier coat all seats, seat backs and crash pads.
18. Inspect all decals and repair/replace as required.
19. Inspect all signage so maps/routes are current and replace as required.
20. Report any indication of vermin to the Supervisor immediately for corrective action.

Exterior Tasks:

1. Conditions permitting, the coach exterior should be washed with an approved cleaner and the sides and ends of the car cleaned.
2. Clean all windows, mirrors, windscreens, windshields, and other exterior glass using a squeegee to avoid streaks, film or residue.
3. Remove all debris and trash from the exterior of the vehicle.
4. Inspect all decals and reflective materials and repair/replace as required.
5. Remove all minor graffiti on the exterior and unauthorized materials (stickers, gum) from interior surfaces.
6. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.

Class B Coach Cleaning

Level: Two

Includes: Fleet of Coaches - CTSs and BTCs

Timing: No less than once every 3 calendar days for each coach not approved by the MBTA as Long Term Out of Service

Scheduled By: Superintendent's Office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

1. Remove all trash and debris ensuring there is no visible debris present in the car while walking the aisle, looking under the seats or entering the toilet compartment.
2. Scrub seats and seat backs. Brush and clean upholstered seat cushions and backs
3. Turn seats where required.
4. Wash and squeegee windows.
5. Wash floor and heater guards and sweep floor as required.
6. Empty trash receptacles.
7. Scrub toilet bowls and washstands with an approved cleanser.
8. Replenish lavatory supplies as necessary.
9. Thoroughly wash and wipe ceiling, walls, bulkheads, stanchions, partitions, cab surfaces, baggage racks, seat armrests and frames, and toilet compartments, using an approved cleanser.
10. Remove all minor graffiti and unauthorized materials (stickers, gum) from interior surfaces.
11. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.

Exterior Tasks:

1. Conditions permitting, the coach exterior should be washed with an approved cleaner and the sides and ends of the car cleaned.
2. Wash and squeegee windshields.

Class C Coach Cleaning

Level: Three

Includes: Fleet of Coaches – CTSs and BTCs

Timing: No less than once every calendar day for each coach not approved by the MBTA as Long Term Out of Service

Scheduled By: Superintendent's Office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

3. Remove all trash and debris ensuring there is no visible debris present in the car while walking the aisle, looking under the seats or entering the toilet compartment.
4. Use a damp cloth with cleaning solution to wipe down all seating surfaces being careful not to leave a film residue or streaks.
5. Turn seats where required.
6. Wash and squeegee windows.
7. Sweep and spot mop floor and stairs as required.
8. Empty trash receptacles.
9. Use a damp cloth with cleaning solution to wipe down all handles, passenger grab handles, stanchions and hand-holds being careful not to leave a film residue or streaks.
10. Scrub toilet bowls and washstands with an approved cleanser.
11. Replenish lavatory supplies as necessary.
12. Remove all minor graffiti on the interior and unauthorized materials (stickers, gum) from interior surfaces.
13. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed

24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.

Locomotive Cleaning Procedures

There are three levels of locomotive cleaning differentiated by how often the cleaning occurs, the specific tasks performed, and the time required to complete the cleaning.

Class A Locomotive Cleaning

Level: One (the highest)

Includes: Fleet of Locomotives

Timing: No less than once every 368 calendar days for each locomotive

Scheduled By: Superintendent's office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

1. Remove debris and trash and wash trash receptacles.
2. Thoroughly wash and wipe control stand, consoles, ceiling, walls and surfaces, using an approved cleanser.
3. Wash and squeegee windows and all glass surfaces.
4. Sweep and mop the floor.
5. Scrub toilet bowls and washstands with an approved cleanser, disassembling the bowl from the base when necessary. Disinfect toilets (except Microphor model). Replace supplies (toilet paper, paper towels, paper cups) as required.
6. NOTE: On those cars equipped with retention toilets, additional steps must be taken to insure that the toilets are drained, flushed, rinsed and refilled in accordance with instructions for the maintenance of these toilets. Do not disinfect Microphor toilets.
7. Replace lamp fixtures and bulbs.
8. Remove all minor graffiti and unauthorized materials (stickers, gum) from interior surfaces.
9. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.
10. Report any indication of vermin to the Supervisor immediately for correction action.

Exterior Tasks:

1. Conditions permitting, the locomotive should be washed with an approved cleaner.
2. Power wash trucks, fuel tank, engine room.
3. Clean all windows, mirrors, windscreens, windshields, and other exterior glass using a squeegee to avoid streaks, film or residue.
4. Remove all debris and trash from the exterior of the vehicle.
5. Inspect all decals and reflective materials and repair/replace as required.
6. Remove all minor graffiti and unauthorized materials (stickers, gum) from exterior surfaces.
7. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility

(North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.

Class B Locomotive Cleaning

Level: Two

Includes: Fleet of Locomotives

Timing: No less than once every 92 calendar days for each locomotive

Scheduled By: Superintendent's office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

1. Remove all trash and debris.
2. Scrub seats and seat backs. Brush and clean upholstered seat cushions and backs.
3. Wash and squeegee windows.
4. Wash floor and heater guards and sweep floor as required.
5. Empty trash receptacles.
6. Scrub toilet bowls and washstands with an approved cleanser.
7. Replenish lavatory supplies as necessary.
8. Thoroughly wash and wipe ceiling, walls, bulkheads, stanchions, partitions, cab surfaces, using an approved cleanser.
9. Remove all minor graffiti and unauthorized materials (stickers, gum) from interior surfaces.
10. If there is a significant graffiti incident, and the graffiti is not deemed offensive (If there is a question as to what is offensive, the Operator shall ask the MBTA for a determination), the Operator shall keep the equipment in revenue service until the next regularly scheduled time for service and inspection in a service and inspection facility (North or South Division) and address the car at that time (such time not to exceed 24 hours from notice or discovery of the graffiti). If the graffiti is deemed offensive, the car shall be removed from revenue service at the point of discovery and moved to an appropriate facility for graffiti removal as soon as practical.
11. Pressure wash floor of engine room.

Exterior Tasks:

1. Conditions permitting, the locomotive should be washed with an approved cleaner.
2. Power wash trucks, fuel tank, engine room.
3. Clean all windows, mirrors, windscreens, windshields, and other exterior glass using a squeegee to avoid streaks, film or residue.
4. Remove all debris and trash from the exterior of the vehicle.

Class C Locomotive Cleaning

Level: Three

Includes: Fleet of Locomotives

Timing: No less than once every calendar day for each locomotive

Scheduled By: Superintendent's office and a list of cars scheduled for cleaning sent to all concerned people/departments

Interior Tasks:

1. Remove all trash and debris.
2. Use a damp cloth with cleaning solution to wipe down all seating surfaces being careful not to leave a film residue or streaks.
3. Wash and squeegee windows.

Exterior Tasks:

1. Conditions permitting, the coach exterior should be washed with an approved cleaner.
2. Wash and squeegee windshields.

Quality Control

Quality controls are necessary to ensure the highest standards are achieved continuously. This is particularly critical when the tasks being completed are redundant and can become monotonous. The Quality Control Program will consist of the following activities:

1. The Operator will perform a walk-through of each train between the morning and afternoon Peak Commuter Periods to remove debris and trash from the train. The walk-through may be performed at North Station, South Station and at midday layover facilities (wherever there is sufficient lay-up time). The Operator will also make note of any cleanliness problems that will be addressed at the next scheduled cleaning.
2. The Supervisor in charge of the Operators completing the scheduled cleanings (A, B, or C) will inspect the cars and locomotives and, using a standard checklist, will note any areas that do not meet standards and arrange for deficiencies to be corrected.
3. A team of spot riders will travel various routes anonymously and, using a standard checklist, will note any areas that do not meet standards and report findings to the designated person/department.
4. The Performance Management System will identify areas of unsatisfactory cleaning tasks, as well as determine the corrective actions to be taken.

Record Keeping

Appropriate records are essential to ensure required work is completed on time and to standards, as well as for providing the basis for continuous improvements. There will be two required record entries:

1. Maintenance Management System

The purpose of this record is to show the work has been completed so an entry will be made for *each* cleaning with the following information:

- Class of Cleaning (Coach A, B, or C and Locomotive A, B, or C)
- Date of Service
- Location of Service
- Vehicle ID
- Name of Operator Performing Service
- Supervisor's Name

2. Performance Management System

The purpose of this record is to detail the quality of service, need for corrective action(s), specific changes/improvements required, and opportunities for continuous improvements. The System will improve both the overall service and the skills of the Operators performing the service. Since the Performance Management System is custom-designed, it cannot be developed until additional information is available.

Supplemental Appendices to Engineering Services Plan

APPENDIX 5-1: RAIL GRINDING AND PASSENGER COMFORT

Improving Passenger Comfort and Assets Lifespan by Controlling Track Geometry

Below is an example of how improvements to track geometry improved SNCF's efficiency ratio.

EXAMPLE: Track Geometry Improvement by SNCF Infra

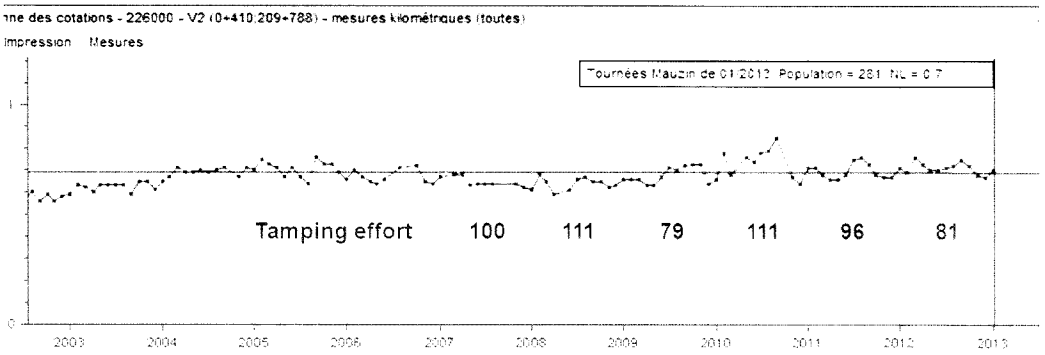
Track Geometry is a key issue for passenger comfort, safety and track lifespan optimization on a railway network. Main track geometry issues are the following:

- Differential settlement
- Twisted rails
- Rolling Contact Fatigue defects
- Head checks
- Squats
- Track pumping

Methodology: The target of the Engineering Maintenance methodology is to address the causes rather than the consequences and to move from a corrective to a preventive / condition-based maintenance policy:

- Twisted rail / track pumping: rail straightening
- Leveling defects: smart tamping
- Twisted rail: ballast regulation improvement
- Rolling Contact Fatigue defects: grinding (60%/yr)
- Leveling defects: absolute base tamping implementation

Results: The condition-based maintenance policy has tremendously improved the efficiency ratio combining tamping effort and leveling results, guarantying the same results at a lower cost.


ne des cotations - 226000 - V2 (0+410;209+788) - mesures kilométriques (toutes)
Impression Mesures
Tournées Mauzin de 01 2012 Population = 281 NL = 0.7
Tamping effort 100 111 79 111 96 81
2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013

Preventive Maintenance

The Track Department will employ Maintenance crews (Section Gangs) who will perform inspection and maintenance of track, turnouts, crossovers and sidings and yard tracks, as well a flange lubricators and detectors on a particular line or section of a line.

We will provide an initial preventative maintenance program as part of the Engineering Service Plan. We believe that at the end of year one, we will be in a position to provide an updated and revised preventative maintenance plan taking into consideration those conditions and resource issues identified during that timeframe and the impacts of the implementation of lean management and continuous quality improvement initiatives.

We will institute an enhanced Grinding Policy which will result in better asset lifecycles and more proactive maintenance management

In order to implement a preventive maintenance strategy for each line, we will implement a circumstantial corrective action program to bring the lines to a suitable initial condition regarding grinding requirements. Those initial investment measures in maintenance will be followed by economically beneficial periodic measures. The steps needed to move from a corrective maintenance regime to a preventive maintenance plan will need to include: measurement and document of current conditions, classification and prioritization and development of a specific safe and efficient program, and adherence to the

plan. We will then develop a grinding transition strategy and an action plan created during the mobilization period, using full technical support from SNCF Infra grinding experts and in-house resources.

Grinding Planning Improvement for a higher railroad performance

Grinding work reduces dynamic forces and vibrations and thus helps to decrease track degradation. It therefore has to be, whenever possible, coordinated with other track maintenance activities, following tamping, in particular.

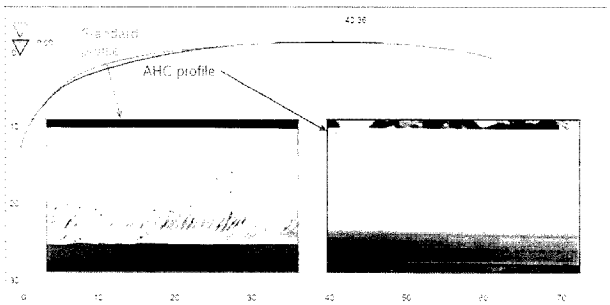
Based on our experience, we believe that carefully planned machine deployment can lead up to 5 to 8% production time optimization (time for grinding, reversing, measuring, cleaning).We will also work on optimized grinding specifications for Rolling Contact Fatigue (RCF) control, which is a strategic method of applying grinding to maximize positive results.

CASE STUDY: New grinding specifications at SNCF Infra

Grinding specifications define the utilization of the equipment and cover the grinding pattern, the grinding speed, the number of grinding passes, any required side work (e.g. grindstone changes, cleaning, etc.) and the work documentation (e.g. real time continuous recording or spot-checks after completion of the work).

We have developed guidelines on how to manage rail grinding in order to maintain rail more economically, and how to transition towards a preventive grinding strategy in order to prolong rail service life and to reduce Life Cycle Cost. Those specifications give us the tools to identify the right strategy in optimizing our maintenance work with respect to corrugation and especially Rolling Contact Fatigue (RCF).

In addition to material wear, the service life of rails today is more and more limited by RCF. The most common rail failures are head checks (see left photo on lower figure).



RCF can be effectively controlled when the shape of the rail head profile is shaped to match the prevailing wheel profiles and when the fatigued rail is changed out in appropriate intervals.

In order to control RCF in head check sensitive areas, such as on the high side rails in shallow curves, we have developed the use of an optimized AHC © profile which is characterized by specifically grinding more metal off the gauge corner in order to achieve lower contact stresses. A minimum undercutting of 0.3 mm with respect to the standard target profile is a reasonable approach, as such a profile provides a delayed appearance of head checks. We may also consider more severe undercutting at the gauge corner in the case of corrective work.

Our approach is to aim at repetitive maintenance work with easily achievable metal removal rates and the least possible interference with rail operations. Consequently a metal removal of up to 0.6 mm at the critical gauge area and a maximum of 0.2 mm in the center of the rail head are being contemplated.

APPENDIX 5-2: 3D MONITORING OF ROCK WALLS

INNOVATION CASE STUDY: 3D Geostructural model of rock walls

SNCF Infra is developing an approach combining lasergrammetry and photogrammetry to create 3D models of rock walls in an effort to optimize diagnostic procedures. It will make the process more cost efficient while providing advanced professional results.

The objective is that it will improve knowledge about rock problems that can affect the National Railway Network. Currently these two three-dimensional acquisition techniques are used for geometric characterization of the system of discontinuities in a rock mass.

This project is supported by the Works Assistance and Topography and Existing Structures Departments - Earthworks and Hydroelectric Works. Development was done in scientific partnership with the University of Savoy (specialized in geology) and the Strasbourg INSA (specialized in topography).

Expertise Involved

- Development of computer software in C++ and R.
- Incorporating special network features and goals set by the customer (RFF) to limit
- the impact of land acquisitions on traffic, increasing traffic safety, etc.
- Characterization of rock wall discontinuity systems was used to identify of the main orientations of discontinuities.
- Semi-automatic identification procedures were created for each directional family.
- Development of algorithms was created for characterization of rock blocks.
- The developed tool contributes to SNCF INFRA engineering's expertise on rock problems.

Project Benefits

This study improves knowledge about rocky sites. On-site acquisition times are far shorter thanks to high acquisition frequency and data exhaustiveness.

Measurements can be made remotely making it no longer necessary to access railway rights of way.

Unlike isolated conventional measurements, the acquisition of a large quantity of data provides a much broader statistical sample and enables a representative analysis of the outcrop.

This project improves the reliability of diagnostic and optimizes recommendations applicable for sites at risk.

APPENDIX 5-3: GIS AND ASSET MANAGEMENT

INNOVATION CASE STUDY: Earthworks Risk Management

A risk assessment methodology was developed utilizing a GIS system database. This project was headed by SNCF Infra engineering Line Design Department. The project started in 2009 with RFF as Client and SNCF as Project Manager. It is part of the Auvergne Rail Plan.

This methodology has been applied to other line segments before roll-out to the entire French railway network.

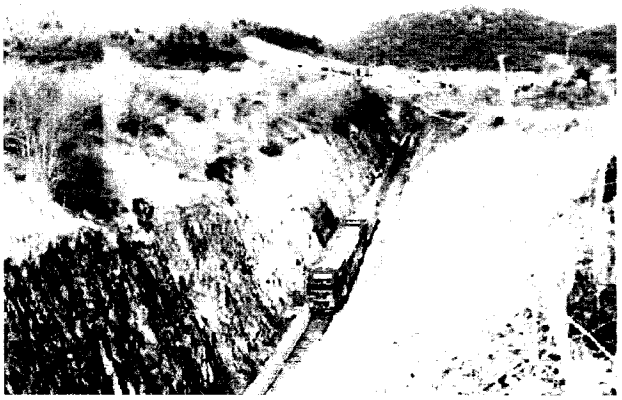
Expertise Involved

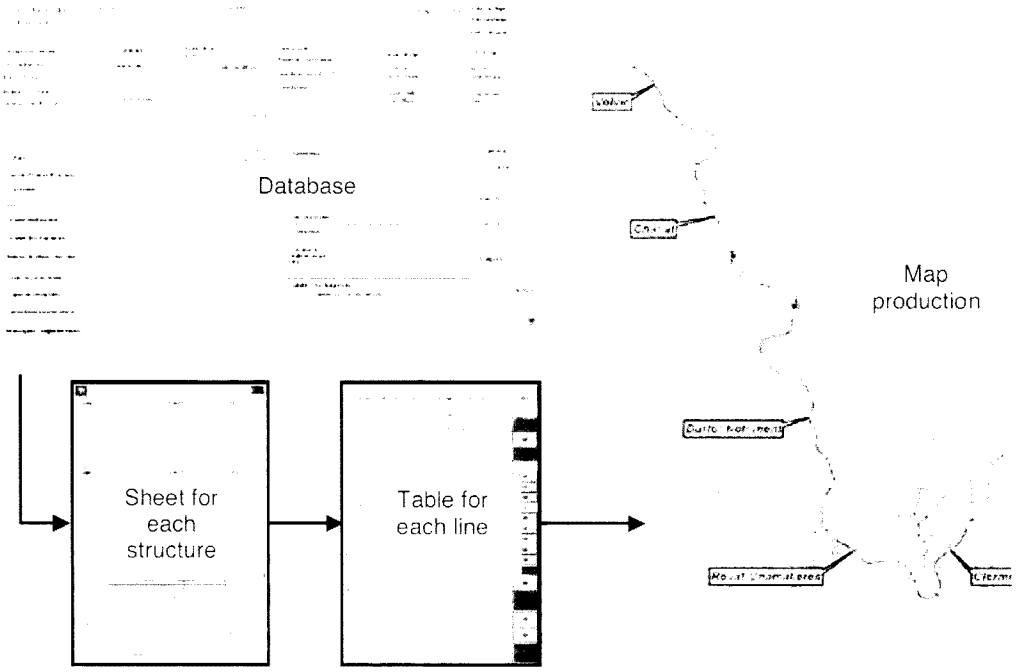
This project marked the start of new methods to be used in other networks, other fields in France and elsewhere in the world. Experts took into account specific features of the network and objectives that the customer had prioritized to them. There was an integration of natural risks expertise on the railway system structure. Analysis methods were designed for individual line segments and regions. Studies were conducted on the impact of work and work planning on the infrastructure operation.

Project Benefits

Knowledge of the state of structures was gained enabling a guarantee that safety and regularity objectives would be met.

Expertise was applied at different scales, from a single structure to an entire region, allowing the network to work together.





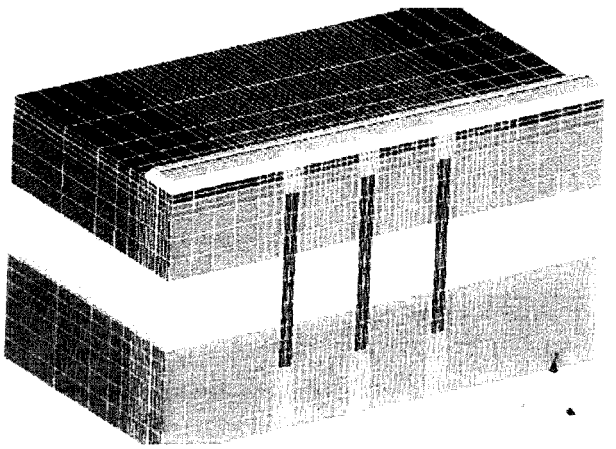
APPENDIX 5-4: IMPROVING LIFECYCLE OF SUBGRADES

INNOVATION CASE STUDY: RUFEX

Project Description

The RUFEX (Reinforcement and ReUse of Existing railway subgrades and Foundations) project is a national research project co-funded by a government fund and combines the skills of several participants in the following fields of expertise:

- Contracting: Bachy- Solétanche
- Engineering: LCPC, Terrassol, SNCF Infra
- University: ENPC, INSA Lyon



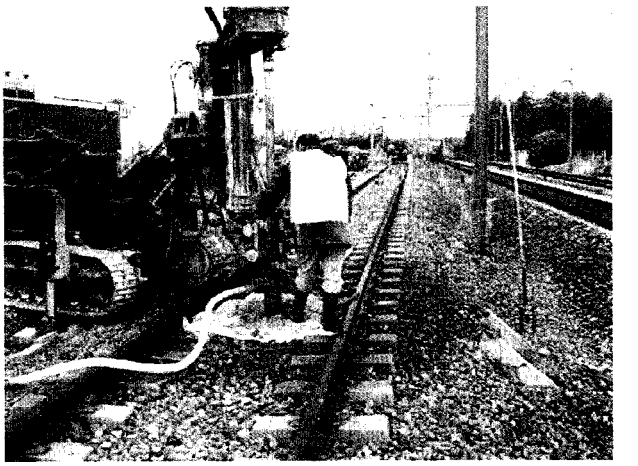
The result of this cooperation is a process to improve soils and foundations using a soil mixing technique.

For the railway part, RUFEX aims to analyze the lifecycle of subgrades and characterize the ageing mechanism of railway structures due to the train traffic, thus defining preventive or remedial reinforcement methods.

This technique is suitable for most fine soils and will be deployed throughout the national railway network. The problem of low rail track bearing capacity due to saturated fine soils is recurrent throughout the entire railway infrastructure.

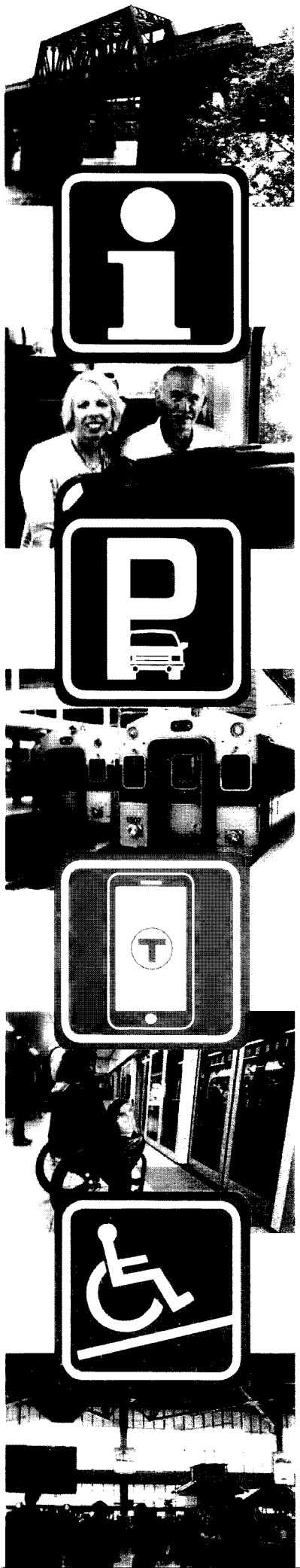
Expertise involved

SNCF Infra was called in by Bachy- Solétanche to provide its internationally recognized skills in the railway subgrade field.



SNCF is using the tests carried out by ENPC-CERMES to obtain a better understanding of the lifecycle of the subgrade and the impact of reinforcements to the structure.

SNCF provides a test site for the project that can be used to test the process and monitor its long-term behavior under actual railway loads.



Supplemental Appendices to Transportation Services Plan

APPENDIX 6-1:

METRA — A CASE STUDY ON UNIFIED SERVICE TO A WIDE REGION

Executive Summary

Created by voters of Chicago and six surrounding counties in 1974, the Regional Transportation Authority subsidized the expansive area's private-railroad commuter services. After two of these railroads entered bankruptcy, RTA created Metra as its brand and assumed operations on several lines in 1982. Under the Metra banner, system on time performance has climbed from 91.8% in 1982 to 96.3% in 2013, and has been above 97.0% in six of those years. Ridership has risen from 60 million passengers in 1983 to 81.3 million in 2012. Political leaders from seven jurisdictions, representing constituents with widely different socio-economic status, have worked together to rebuild and re-equip Metra so that it provides frequent, dependable, daily commuter rail service for all of its customers, in all weather conditions and in synchronized operation with heavy freight traffic and intercity passenger rail services. The creation of a single branding of all service as Metra was pivotal in creating a unified product across individual carrier lines.

Metra, the commuter rail system in Chicago, has enjoyed an excellent reputation over the past 30 years for delivering customer-focused, safe, reliable, clean on-time service. How did Metra successfully take an array of disparate passenger operations, several with coaches that were more than 50 years old, operated by bankrupt railroads, having to navigate the most complex, heaviest-density freight-rail hub in the nation and turn them into a successful and seamless system efficiently moving more than 300,000 customers per day?

Chicago has long been the railroad center of the nation and has had substantial commuter rail services almost as long as it has had railroads. Railroads with historic names such as Rock Island, Illinois Central, Chicago & North Western, Milwaukee Road and the Burlington all had major commuter operations in Chicago, along with several smaller carriers. But by the 1960s commuter rail services had fallen on harder times, as they had in cities such as Boston and New York. Even the more financially successful freight railroads could no longer afford to subsidize the commuter rail operations. The passengers cars and locomotives were aging, and the railroads were focusing their scarce resources on their freight lines, allowing the predominantly passenger lines to deteriorate.

In 1974 the voters in Chicago and the six surrounding counties created the Regional Transportation Authority. The authority acted as a funding agency using predominantly federal funds to finance new equipment and infrastructure for commuter rail, the Chicago Transit Authority and suburban bus systems. The RTA subsidized the freight railroads' commuter operations but did not directly operate any services.

However, the bankruptcies of the Rock Island and Milwaukee Road changed the rules of the game. RTA purchased the commuter-area assets of these carriers and took over operations through the creation of a Commuter Rail Service Board. Because of the complex and patchwork nature of the system - there were passenger operations on 10 lines, serving 4 downtown terminals — the Board created the "Metra" name in 1984 as a service mark. The goal was to bring a unifying identity and a consistent level of service to the system without regard to who owned the tracks or

METRA — A CASE STUDY ON UNIFIED SERVICE TO A WIDE REGION

operated the trains. Today Metra owns, operates and contracts for commuter rail service, and works in synchronized-service conjunction with CTA's buses, subways and elevated trains in the city of Chicago and with PACE suburban bus services.

Today Metra operates 11 commuter rail lines with more than 700 revenue trains per day. Metra owns and operates the service on six lines, uses its Engineers and train crews to operate under trackage rights on one line, and contracts with BNSF and Union Pacific to provide operating crews for service on four lines. The trains on all 11 lines operate with locomotives and coaches owned by Metra.

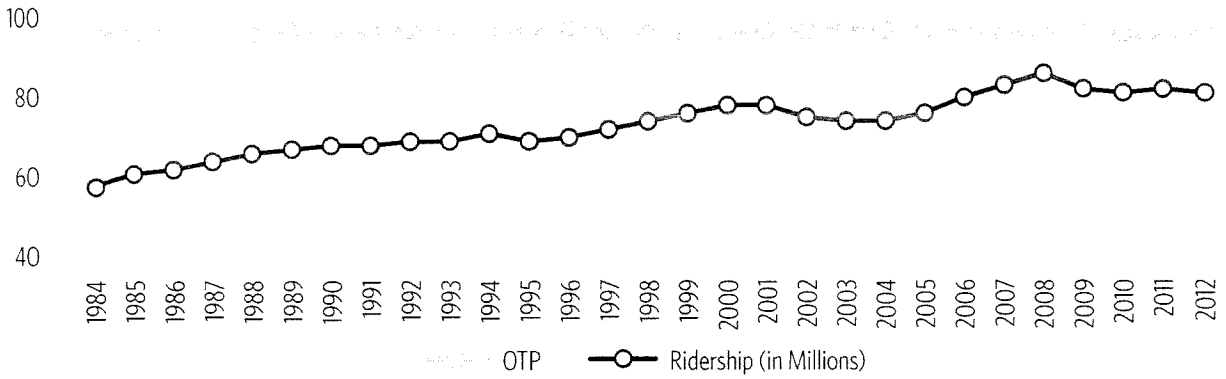


Figure 6A-1 : Metra On-Time Performance and Ridership Comparison

Metra is the result of a clear, strategic vision and hard work by a dedicated team of talented leaders seeking to provide a consistent service across a broad, diverse region. From the beginning the Board recognized the critical importance of creating a team of dedicated operating and customer-service professionals. But it takes far more than just operating people to make a public agency work. With so many local constituencies, it was crucial to have effective staff for Community Relations, Government Affairs, Planning and Grants.

Several facets have been critical to Metra's success:

- Presentation of Metra's needs so that they gained support across political and party lines in support of the entire region. Metra's Board consists of representatives from the city of Chicago, suburban Cook County, and the five surrounding counties which participate in the RTA. From the beginning, Metra's leaders understood the challenges of gaining consensus or even majority agreement from a group with such disparate interests. Metra developed a strong and professional staff of experienced government-affairs managers who worked publicly and behind the scenes to develop necessary coalitions to get things done for the benefit of the entire region.
- Success in obtaining federal and state funding for major infrastructure renewal and expansion as well as new and rebuilt rolling stock. Metra clearly articulated the needs of the service. It specified standardized systems and equipment whenever possible. This enabled the agency to deliver projects on-time and

METRA — A CASE STUDY ON UNIFIED SERVICE TO A WIDE REGION

within budget. This enhanced Metra's credibility with FTA and other funding agencies, which has been crucial to obtaining funding for further projects.

- Constant focus on Customer Service and never losing sight of the core values of safety, reliability, cleanliness and professionalism. Metra has consistently focused on keeping the customer informed. It initiated one of the first GPS tracking systems employed on US commuter rail and pioneered customer access to timely updates.
- Coordinating successfully with all of the freight railroads to secure dependable priority operation of commuter trains. Chicago remains one of the nation's busiest freight hubs with more than 500 freight trains each day, and Metra has worked closely with its freight partners, both in day-to-day operations and in long-term projects such as the multi-billion dollar Chicago Region Environmental And Transportation Efficiency (CREATE) program, a collaboration of 70 projects to reduce rail and highway delays across the Chicago region.
- Collaborative relations with labor to ensure seamless operations. Metra has an excellent working relationship with all of its labor unions, as evidenced by the successful and seamless operation.
- Creative marketing. The uniform branding of commuter rail inherited from 7 freight railroads under the Metra service mark has been crucial in creating a positive public image of the service. The customer no longer needed to know which railroad was operating the train; Metra was the brand. Metra created focused advertising, ticket discounting, surveying and slogans, which set the standard for the industry. The slogan, "Metra, the way to really fly," and "When it snows we reign," placed on dozens of billboards along the region's congested highways, were especially effective. Metra's monthly newsletter, "On The Bilevel," has long enjoyed a reputation for timely, straightforward articles and has published pithy comments from the customers, all of which builds brand loyalty.

Metra has been able to change the course and perception of commuter rail in Chicago. On-time performance prior to Metra had fallen below 90% on some lines with some services lower than 80%. By 1986 system OTP had improved to 95% and has exceeded the 95% mark ever since. Ridership, which had been in steady decline prior to Metra, rebounded quickly and now approaches 300,000 trips per day.

Metra's ridership has always been linked closely to downtown Chicago's economic condition, and ridership tracks closely with the city's employment percentages. Metra operates reverse-peak trains to bring Chicago's residents to jobs in the suburbs, but the vast majority of ridership remains focused in the traditional commuter pattern of travel inbound toward the city in the morning and outbound in the evening. There is substantial weekend ridership of suburban residents attending events in the city.

Commuter rail faces many challenges in today's world of scarce funding and an ever more complex operating environment. Metra has positioned itself well with the credibility it has earned over 30 years of consistently improving service and the infrastructure on all of its lines. Local political leaders in the city of Chicago and all six surrounding counties, as well as the business community, can feel confidence in their continued support of the region-wide services that Metra provides to the benefit of all the constituents.

APPENDIX 6-2:

MTA METRO-NORTH RAILROAD — A CASE STUDY ON CUSTOMER FOCUS, June 1, 2013

Executive Summary

Beginning service in 1983, MTA Metro North has become a success story in commuter rail service. Through a focus on measurement, process and delivery, MTA Metro North has achieved three notable accomplishments: On-Time Performance rose from 80.5% in 1983 to a consistent 97-98% in the 2000s; Mean Distance Between Failures for rolling stock has increased more than 800%, from 20,000 MDBF to more than 160,000 MDBF; and customer ridership has more than doubled in the past 30 years, from 40 million in 1983 to more than 83 million in 2012.

On January 1, 1983, MTA Metro North Railroad assumed Conrail's deteriorated commuter operations in New York and Connecticut, along with a shared operation with New Jersey Transit west of the Hudson River. After enduring a six-week strike over crew productivity, MTA Metro North's newly assembled management team set to work rebuilding both the railroad and the service. In a remarkable example of focus, perseverance and collaboration, in just under 30 years MTA Metro-North Railroad's performance would improve in all areas to the point where it won the prestigious 2011 Triennial Brunel Award for Overall Excellence in Railroad Design, the first American railroad to be so honored. In the years between, MTA Metro-North garnered the American Public Transportation Association (APTA) "Best in the U. S." annual award three times and a Harriman Rail Safety award, the rail industry's premier safety award.

How did this remarkable transformation take place, improving from 80.5% On-Time-Performance in 1983 to 97.9% in 2008? There are five critical factors which have remained constant over the past three decades:

- ***A Focus on the Customer Experience.*** Early on, Metro-North chose to stop using the word "passengers" in any context; instead the "customer" became its critical focus. This paradigm shift lead directly to initiating a Customer Service Department and improvements in Customer Communications.
- ***A daily focus on Root Cause Analysis.*** Regular analysis of yesterday's train delays provides a platform from which to improve today's operation. The Transportation, Engineering and Mechanical Departments were trained to group train delays by cause and use trend analysis to determine the cause of such delays and then to work within their departments to eliminate the Root Cause of the train delays. The focus on Root Cause Analysis provided daily focus on constant improvement in service reliability.
- ***The development of a Reliability-Centered Maintenance program.*** A Reliability Centered Management program was initiated, building on the data developed in Root Cause analysis. Rather than waiting to see which train would be delayed next by mechanical failure, the strategy was to apply a preventive-maintenance philosophy to the fleet and create a Life-Cycle Maintenance plan and appropriate Continuous Quality Improvement programs within the Mechanical Department in order to increase the Mean Distance Between Failures (MDBF). Increasing MDBF has a direct, positive effect on that key operating metric and driver of customer service, On Time Performance.
- ***Strategic Integration.*** The integration of Service Planning, Capital Program Improvements, and Operations enabled MTA

MTA METRO-NORTH RAILROAD — A CASE STUDY ON CUSTOMER FOCUS, Continued

Metro-North to apply resources where they had the most positive effect on the customers' experience. Some of the initiatives borne from that strategic integration are the introduction of new and more reliable car-fleets, the successful rebuild of the Park Avenue Tunnel and viaduct, the refurbishment of stations, the installation of hundreds of miles of new ties and rails, a new signal system, and the restoration of Grand Central Terminal, a National Historic Landmark.

- ***Market Development.*** The exploration and development of new rail service markets, new approaches to train scheduling to greatly expand off-peak and reverse peak services, feeder bus and ferry routes, weekend and off-peak travel packages, special trains, etc.

On Time Performance (OTP) and Ridership

OTP remains the most basic and traditional measure of a railroad's success. Service reliability and service quality are the most important concerns for each and every customer. Figure 1 below documents the result of MTA Metro-North's improvement of On Time Performance, and the benefits gained from the initiatives cited above. The ridership figures track closely with the improvement in OTP, with ridership rising from 40 million riders in 1983 to more than 83 million riders in 2012. (Figure 6A-2)

The improvements from 1983 through the '90s and 2000s are the result of a focus on service reliability, fleet reliability and substantial capital investment. The end result is seven years in a row with OTP above 97.0%.

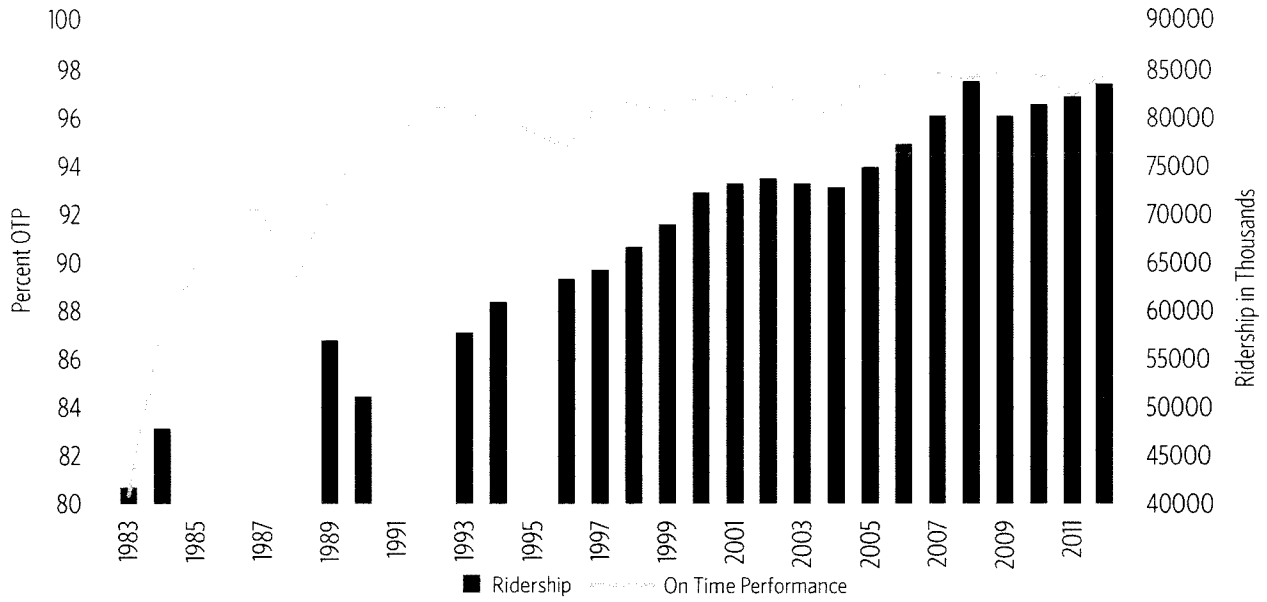


Figure 6A-2 : MTA Metro North-North Railroad OTP and Ridership Comparison, 1983-2012

MTA METRO-NORTH RAILROAD — A CASE STUDY ON CUSTOMER FOCUS, Continued

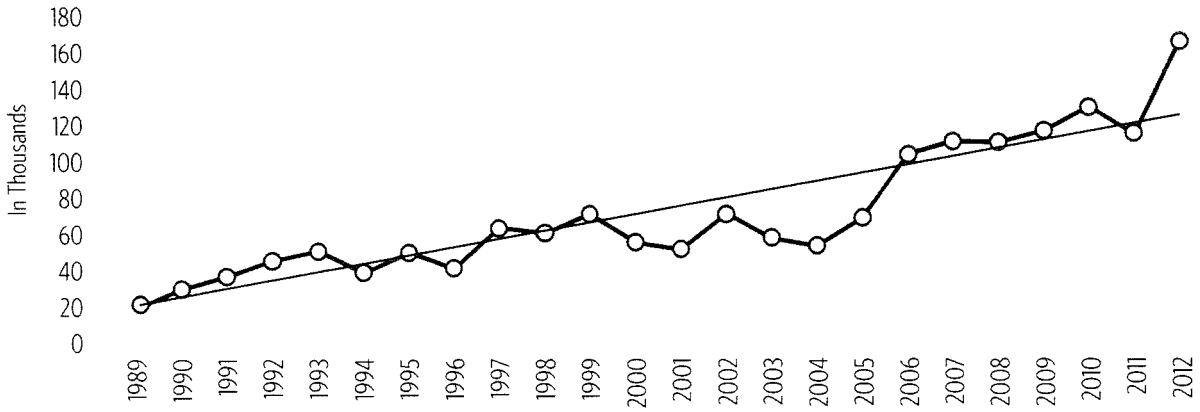


Figure 6A-3: MTA Metro-North MDBF 1982-2012

MEAN DISTANCE BETWEEN FAILURE (MDBF)

As mentioned above, Mean Distance Between Failure is a key metric to indicate the "health" of the fleet. MDBF is the most basic performance measure to indicate the success or failure of a fleet maintenance program, and is a direct input to fewer over-the-road failures, which is a key driver of improving On Time Performance. As can be seen in Figure 2 below, the results of MTA Metro-North's focus on a Reliability Centered Maintenance program from its inception in 1989 are impressive. (Figure 6A-3)

The Reliability Center Maintenance program developed Performance Improvement Teams (PIT) for each class of rolling stock. These PITs were composed of mechanics, foremen, managers, engineers and quality control staff. They focused on specific action plans to improve the preventive maintenance programs to greatly reduce the amount of corrective maintenance actions required in the day-to-day operations.

With the traditional peak-flow market saturated, growing only as New York's office-supply grows, MTA Metro North has recognized that off-peak and reverse-flow commuter services represent a growth market, as customers adjust their working schedules to flex-time, as many employers have moved to suburban cities and as the railroad has become considered by the residents to be an all-purpose transportation provider, not just a way to get to work. With the increased reliability of its fleet, MTA Metro North has increased its frequencies by 243 trains in the past 9 months, a service increase of almost 6%, the most ambitious service expansion in its 30-year history.

MTA Metro-North demonstrates the advantages of relentless focus on constant improvement programs, which operate in small steps, each one incrementally contributing to the organization's overall success, and to the benefit of the region and the customers.

APPENDIX 6-3:

VIRGINIA RAILWAY EXPRESS — A CASE STUDY IN CUSTOMER SERVICE

Executive Summary

In 2009, Virginia Railway Express put its commuter rail service out for bid for the first time since its inception in 1992. Keolis Rail Services America won the contract and began the process of hiring employees, giving first preference to the previous operator's employees, only two of whom joined Keolis. Keolis hired 49 employees from other railroads and services, and began operations on July 12, 2010. On-time performance has improved, fare collection is more effective, customer-service scores are higher and ridership has climbed. Keolis provides an unprecedented level of service and customer information to its employees, which promotes esprit de corps, teamwork and pride in performance.

On July 12, 2010, Keolis Rail Services Virginia assumed operations and maintenance of the Virginia Railway Express (VRE) commuter service. VRE and its Board had worked for nearly a year on the Request for Proposal (RFP) which outlined how the agency wanted its operator to exceed the customers' expectations. VRE CEO Dale Zehner told reporters that, "Amtrak felt that it set the standard. They were the authority on customer service for passenger rail. I felt there were areas VRE could improve that were above the Amtrak standard." VRE's Board, Zehner said, chose Keolis because "they best met the RFP requirements in every respect."

Keolis hired 49 Engineers, Conductors and Asst. Conductors from other railroads, including Norfolk Southern, CSX, New Jersey Transit, Long Island Rail Road, BNSF and SEPTA. Keolis and VRE partnered in the training for these employees who were new to the VRE service, providing classes in operating rules, physical characteristics and, just as importantly, several days of Customer Service training.

Keolis realized that On-Time Performance is a key driver of customer satisfaction, and established focus teams to improve the On-Time Performance. Mechanical personnel focused on locomotive performance, while Transportation worked with both the train crews and the partner railroads — CSX, Norfolk Southern and Amtrak — to focus on the VRE performance.

Between April 2010 and April 2013, the last month for which reports are available, VRE OTP has risen from 85.3% to 97.0%, an improvement of 13.7%, and ridership has risen from 372,232 to 425,788, an increase of 14.4%.

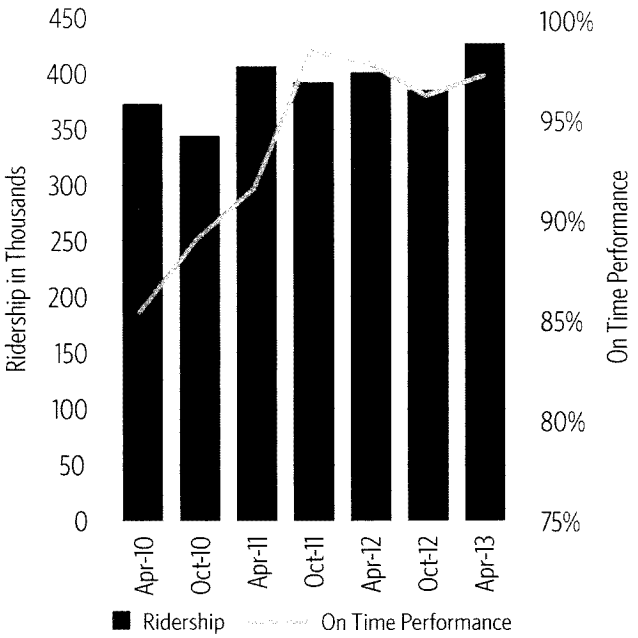


Figure 6A-4: VRE On Time Performance

VIRGINIA RAILWAY EXPRESS — A CASE STUDY IN CUSTOMER SERVICE, Continued

Working with VRE to improve the Customer experience, Keolis focused on positive reinforcement on customer-service issues. Trainmasters are present at the crew bases each morning to have discussions with the crews about the previous day's performance, about what to expect for that day, and also to share any positive comments received about a crewmember's performance. Keolis practices the policy of "praising publicly and coaching privately." Whenever Keolis receives a compliment about an employee, it forwards the letter to the named employee, along with a cover note from a manager. Several times, compliments are shared with all of the crewmembers, in the spirit of "best practices." And when a passenger is especially effusive in praise, Keolis prints the letter along with a photo of the employee and posts it in the crew bases.

VRE employs a proof-of-payment system for its ticketing. Customers must purchase and validate tickets before boarding the trains. Train crews do not sell tickets on-board the trains. The crewmembers are sworn as Virginia Peace Officers and issue a legal citation to passengers who aren't in possession of a valid ticket. The cost of the citation is $150. This system has the potential for confrontation, and the crewmembers receive training and feedback in how they perform in issuing the citations. Keolis and VRE partnered in a fare-collection campaign to increase customer awareness of the necessity to hold a valid ticket and for crewmembers to inspect tickets and issue citations as warranted. The issuance of citations has risen from an average of 15 per month (and as few as 2) with the previous operator to an average of 118 per month under Keolis.

With the goal of improving communication with the train-crew and mechanical employees, Keolis established an e-mail account for each employee, using this for all company communications. Employees receive general Company information from sources such as Human Resources and the monthly Keolis newsletter from corporate headquarters. Of more immediate interest, Keolis sends a daily report of the previous day's performance, which includes the daily OTP, the daily ridership and the month-to-date OTP. As employees became accustomed to receiving this level of information, they began talking about it amongst themselves in the morning crew briefings, not waiting for the Trainmaster to guide the conversation. Keolis sends an end-of-month report to each employee, tabulating the month's performance, how it compares to the previous year, along with a description of the month's highlights and the reasons for any shortcomings.

VRE holds an Online Forum on the first Wednesday of each month. Customers are encouraged to send in comments and questions, and VRE managers provide responses which are posted online. VRE provides a transcript of the Online Forum to

VIRGINIA RAILWAY EXPRESS — A CASE STUDY IN CUSTOMER SERVICE, Continued

Keolis, as it did with the previous operator, but Keolis has chosen to share the transcript with all of its employees, so that they can read for themselves what the customers are thinking and asking about. Keolis also provides a weekly compilation of media stories that mention VRE and Keolis, and provides this "News Clips" e-mail to all employees.

VRE also sponsors Meet The Management sessions at stations each year. These sessions are a common customer-service practice, in which the customers can ask questions and discuss concerns with agency and operator management. However, Keolis invites a Locomotive Engineer to each session, the thought being that the customers can interact with a Conductor on any trip, but they never have a chance to meet or chat with an Engineer. The Engineers appreciate the opportunity to talk about their jobs with the public, and the customers enjoy chatting with the Engineers.

While the train crews are the public face of VRE and Keolis, there are dozens of employees who have a direct effect on the customers' experience but who are never seen. That's why Keolis makes sure that the Mechanical Department and Warehouse employees also have an e-mail address, that they are included on all of the e-mails distributed, and that any customer comments about the trains' cleanliness and comfort is shared with them, and that foremen discuss the customers' perceptions and comments during the pre-shift briefings.

The efforts to keep employees informed about what the customers are saying has borne fruit. VRE performs an annual Customer Satisfaction Survey, and the scores have risen between 2010 and 2012.

Keolis demonstrates the benefits to both the employees and the customers of a constant focus on employee involvement, providing unprecedented levels of information about performance, customer satisfaction, railroad conditions and the media. Keolis' VRE employees tell managers that they've never felt as engaged in providing a service, and they also appreciate that the communications come to them written as conversations between coworkers, not as a manager-to-subordinate directive. When the employees feel more engaged in the service, the customers are the winners.

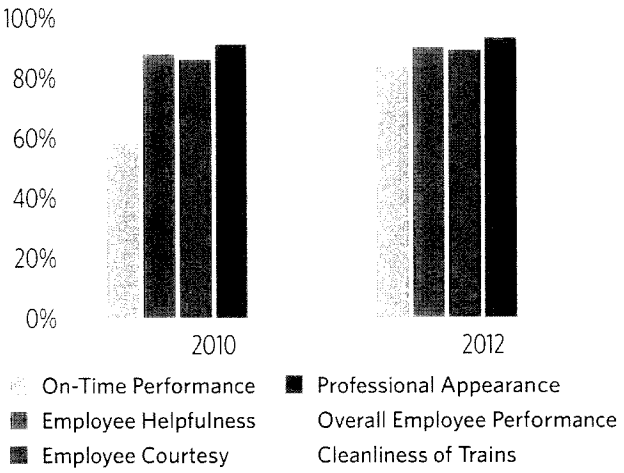
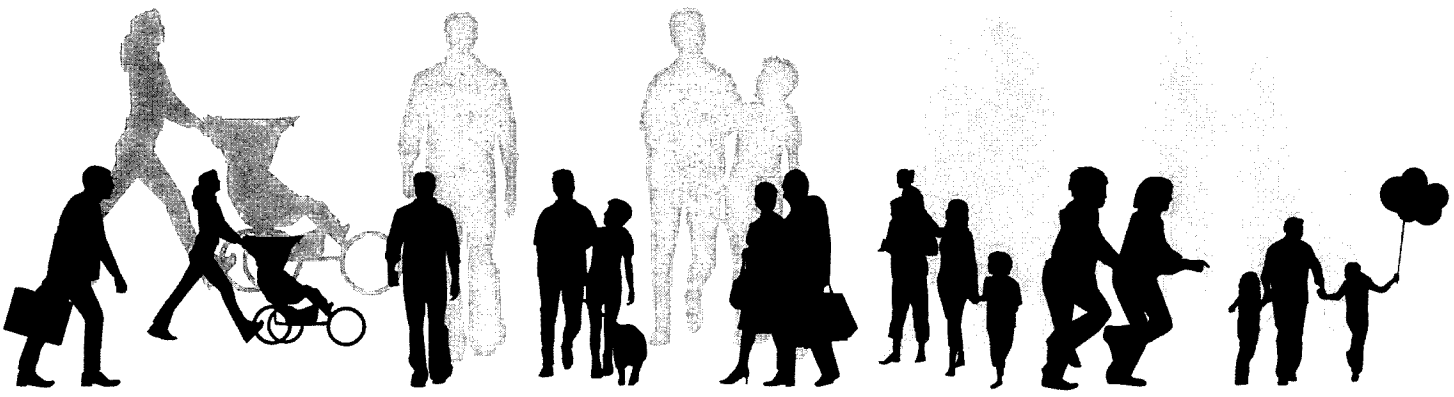


Figure 6A-5: VRE Annual Customer Satisfaction Survey Results



APPENDIX 6-4:
TABLE OF CONTENTS FROM THE VRE SERVICE INSTRUCTIONS BINDER JANUARY 1, 2012

Keolis Rail Services Virginia

VRE SERVICE INSTRUCTIONS

The rules herein set forth govern all employees of Keolis Rail Services Virginia. On the effective date, these rules supersede all previous rules and instructions inconsistent herewith.

Further instructions may be issued by proper authority.

Effective Date:

12:01 a.m., Eastern Time
January 1, 2012

Gregg Baxter
General Manager

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Supplemental Appendices to Customer Service Plan

APPENDIX 7-1: CASE STUDY: OKE SERVICE AT KEOLIS LYON

CASE STUDY: Oke Service at Keolis Lyon

What Was Achieved

Oke Service is part of Keolis Lyon's company project launched in October 2011 after the retention of the renewal contract by the Sytral, the local public transit authority. The project aims to place customer focus into every company process. Oke Service deals specifically with the quality of the interaction of Keolis's employees with our customers, and addresses the following objectives:

- Deploy a quality service culture and management
- Attract and retain more customers
- Enhance and sustain the quality of service we provide
- Involve every employee

Approach and Implementation

We wanted this approach to be very collaborative and therefore made sure that frontline employees would be involved from the launch of the initiative.

Twenty two managers and team leaders of bus drivers or customer service agents were selected in November 2011 to each form a team, which had the task of choosing customer-facing situations and to describe how they felt they ought to interact with customers in these situations.

Three Deliverables from this Work in April 2012:

1. Keolis's "Promise for Service"
2. Our "Moments of Truth"
3. A definition of our "Service Postures" and "Scripts of Service"

Those three deliverables are valid for internal customers (for example the IT department), and external customers.

1. Keolis's "Promise for Service" = our commitment to our customers
   - Facilitate trips through easily accessible information to all
   - Guarantee a safe, efficient and comfortable trip

CASE STUDY: Oke Service at Keolis Lyon

- Develop the sense of initiative and quality with our passengers

Three words were selected to describe our commitment: we want to be Attentive, Open, and Engaged with all our customers, external and internal.

2. Our "Moments of Truth"

These are opportunities for contact and exchange with our customers, whether in a normal or an unpredictable situation, in which customers expect a high-quality interaction, special attention and our adaptation to their specific need at the moment.

Nine moments of truth were identified on the bus service, and each of them is handled through a "Script of service":

- The customer would like to know his itinerary
- The customer would like to understand why the bus is not leaving right away
- The customer reproaches the bus driver for letting him off on the sidewalk between two bus stops
- The customer is buying a bus ticket
- The customer is getting in the bus by the front door
- The customer wants to buy a ticket but doesn't have the right amount
- The customer is getting in the bus at the terminus and wants to know the time of departure
- The customer is in the bus and a bus driver is arriving to take his service
- The customer is getting on a bus after a long waiting time because the previous bus didn't circulate ; but the bus driver doesn't have the information

3. A definition of our "Service Postures" and "Scripts of Service"

Each script is a document that we want to be simple, pragmatic, the result of field observations, and a good illustration of approach to our customers. For every situation, we included a description of:

- Customers' expectations: factual or emotional need
- Actions: which actions the Keolis employee ought to take in a chronological order
- Behaviors: which attitudes Keolis's employees ought to demonstrate: Attentive, Open, Engaged
- "Rites of service": systematic actions and behavior that characterize and differentiate our employees

Extension of the Oke Service to the Entire Company

These were formalized in a training that has been scheduled to unfold with every functional area, starting with the customer-facing personnel, from July 2012 through 2014. Three types of sessions were used:

- ➢ Information sessions organized by the management directly with their teams
- ➢ "Scripts of service" offered to customer agents to be deployed in the field
- ➢ Close attention paid to feedback on the Oke Service initiative so as to take any criticism into consideration to improve the deployment

Documents (PowerPoint presentations, Word documents) and a one-day training were created to support and train all managers to:

1. Perfectly understand our customer service approach in order to transfer it over to their team
2. Prepare and manage the team meetings and group work
3. Be able to observe real-life operations and add on to the moments of truth or scripts as part of a continuous improvement process

CASE STUDY: Oke Service at Keolis Lyon

A second, half-day training was scheduled 3 months later to obtain their feedback on their experience.

Each functional area is to hold meetings with their operational employees so as to identify their own moments of truth, including with internal customers.

Results

Several results have been reported with the Oke Service approach:

- Every metro driver was involved in the Oke Service approach (115 drivers): they attended several video presentations. Among them, some took part in the script writing. Their commitment was really interesting because it truly reflects what there is on the networks: they actively participated in the approach deployment and encouraged other drivers.
- For the metro network, 80% of line agents were involved in the approach (some of them have worked on scripts). At the end of June, 100% of staff will have participated.
- The staff training is the same for all employees. However, some drivers visited customer service agents to see how customers were welcomed, which is particularly interesting: out of their very well-known metro universe, they were in an environment that they did not master, where it is necessary to be well directed. They were in customers' shoes, saw things from their point of view and were able to know their real needs and expectations.
- Thanks to the positive team leader feedback, it has been decided to involve other staff in the Oke Service approach in 2014.

The Oke Service implementation is having positive effect, and attracting positive press coverage. Some customers have even sent "Thank you" mails (instead of complaint mails).

Review and Continuous Improvement

The field employees that were involved from the beginning have enjoyed the experience enough that they gave a lot of positive press to the initiative. They also gave the pragmatic approach to the moments of truth and corresponding scripts that was necessary for them to be efficient.

Keolis Lyon is using feedback or objections to enhance the efficiency of the Oke Service deployment:

- To some who were reluctant to participate, responding that "they already did all that", or "I know my job, I have done it for 20 years", managers are now prepared to counter that this is the opportunity for them to share their good practices with the entire company.
- To others that said, "I do not face customers directly", managers are able to counter that they meet customers to and from work (for instance, metro drivers when they come to and leave their shift), and also internal customers (for instance, office employee).

A final measure of the success of the Oke Service initiative will be the improvement of customer satisfaction with the level of service they get from Keolis employees. We look forward to observing this improvement in 2013.

Customer Satisfaction Plan

APPENDIX 7-2: CUSTOMER SATISFACTION PLAN

Issue	Core Initiative	Description	Result/Timescale	Division
Joint Performance Improvement Program	Joint Performance Improvement Program	A range of initiatives with target levels of performance required. Particularly focused onOn Time Performance	Improvement in customer satisfaction for On Time Performance Actual improvement in On Time Performance (%?)	Transportation & Customer Service Departments
Reliability	Timetable review and conflict removal	To analyze where timetable changes can bring about improvements in operational reliability including off-peak service provision.	Improvement in customer satisfaction for reliability Increase in off-peak services on targeted routes Actual improvement in reliability (train availability, train consist %)	Transportation Department
Cleanliness	Operation Deep Clean	2 train sets deep cleaned on day 1	To have a complete deep cleaned train set available for operation on a North service in am Peak on July 1. To have a complete deep cleaned train set available for operation on a South service in AM Peak on July 1	Mechanical Services Department
	Enhanced cleaning schedule	Improved cleaning regime for trains including new equipment, additional cleaning rotas, increased training, clear standards and audits	Increase in customer satisfaction for train cleanliness: in train cleanliness and window cleanliness Independent audit by MBTA on train cleanliness	Mechanical Services Department
	Seat replacement	Seat replacement for those most badly in need	Audit of seats in coaches and replacement within year 1 Increase in customer satisfaction rating for train cleanliness	Mechanical Services Department
	Train crew communication training	Training for Conductors and Assistant Conductors in various communication skills including public address system	Training for staff to be completed in year 1 Appraisals of staff needs ongoing Customer Service Satisfaction score improvement	Customer Service, Human Resources and Transportation Departments
	Review and repair/ replacement on train announcement system	Mechanical Services review and prioritise replacement of on board equipment	Audit of equipment in year 1 with prioritised replacement as necessary Improved customer service satisfaction for onboard announcements	Mechanical Services Deptartment

Customer Satisfaction Plan Continued

Issue	Core Initiative	Description	Result/Timescale	Division
	Customer information training	Assistant Conductors to ensure provision of correct information to passengers particularly with reference to correct fares and onward train information	To be completed in Year 1 Increased customer satisfaction for information provided by on train staff Improved revenue collection	Transportation & Customer Service Departments
Improved Communication with Consumers	Managers "All Hands on Deck"	Managers visible on the service on the first day of service	Day 1 delivery Increased customer satisfaction	All Departments
	Customer Satisfaction Survey	Initial Customer Satisfaction Survey to set baseline for both MBTA and KCS Biannual customer satisfaction survey	Conduct extensive surveys and publication of results in timely fashion	Customer Service Department
	Mystery Rider Survey	Targeted mystery rider surveys to understand specific aspects of operation/ service provision	In depth understanding of specific elements of service delivery and identification of areas for improvement/ focus	Customer Service Department
	Outreach after disruption	Surveys at stations post disruption and online feedback	Improved processes for managing disruption Increased customer satisfaction	Customer Service Department
	Development of social media tools	Community Outreach through Open Data. Yearly competition	App development for real time customer information Customer Service Satisfaction improvements	Customer Service & IT Departments
	Twitter/Website/ Facebook	Continuous interaction through twitter/ website/facebook to create passenger community	Ongoing responsiveness of customer service communication representatives	Customer Service Department
	Improve image of Customer Service Representatives	New uniforms and standards for Customer Service Representatives including training in customer service standards and communications	Roll out of new uniforms for CSRs Training programme for CSRs	Customer Service & HR Departments

Supplemental Appendices to Information Technology Services Plan

APPENDIX 9-1: SAMPLE POLICIES AND PROCEDURES FROM YARRA TRAMS

yarra	Doc ref:	ICT Policy – 1.2.3
	Version	Version 1.0 July 2011
	Total Pages	5
	Authorisation	ICT Steering Committee
Data Centre Policy		ICT Director

Policy Name: Data Centre Policy

1 Purpose

The purpose of this Policy is to set standards for the management of computer rooms (***commonly referred to as Data Centres***); including the requirements for physical security, fire protection, access management, equipment installation, general upkeep, and the management responsibility.

2 Reason for the policy

The security of ICT infrastructure equipment (Equipment); applications and systems (Systems); and databases and data repositories (Data) in the Company's Data Centre is of critical importance to the daily functioning of the Yarra Trams' (Company) business operations. The Equipment, Systems and Data must be protected and remain reliable at all times. Control over the physical access to the Data Centre is a fundamental requirement to achieve the required protection and reliability.

3 Scope

This policy applies to the Data Centres at Easter Road Operations Centre (EROC) and Carlton Control (CC).

4 POLICY

4.1 Management responsibility

The ICT Director has the overall responsibility for the implementation of this Data Centre Policy.

4.2 Physical security

The Data Centre should be located in that part of the building where entry to it is NOT possible directly from outside the building. These include another business premise that is not Yarra Trams, public foot path, street and lane ways. For avoidance of doubt Yarra Trams Data Centre may be located in a third-party provided Data Centre that is compliant with the requirements of this Policy.

There shall only be one door to the Data Centre. This door should be kept locked at all times and access can only be gained via access card. The system that enables the access cards to open the Data centre door shall be operated by the ICT Service Desk staff or in their absence the Network-System Engineers.

4.3 Fire protection

Ideally Data Centre walls must be floor to floor and fire-resistance rated to Class 125 or above. Brick walls meet this standard. The Data Centre shall have fire detection system (e.g. Very Early Smoke Detection Apparatus (VESDA)) and a fire suppression system (e.g. FM200 Gas).

	Doc ref:	ICT Policy – 12.3
	Version:	Version 1.0 July 2012
	Total Pages	5
	Authorisation	ICT Steering Committee
Data Centre Policy		ICT Director

4.4 Access to the Data Centre

Three types of Data Centre access are allowed within the Company:

- Routine Access,
- Non-Routine Access, and
- Visitor Access.

4.4.1 Routine Access

Routine access to Data Centre is based upon operational needs and not the Employees seniority within the organisation. Employees holding the following positions have routine access to the Data Centre and may be issued with permanent access cards:

- Network Engineer.
- Service Desk Staff.
- Nominated SCADA Technical Officer at the Carlton Data Centre.
- ICT Director.

4.4.2 Non Routine Access

The ICT Director may approve non-routine access to other ICT staff, for a defined period, on an as needed basis. These ICT staff must have valid reason for accessing Data Centre that is satisfactory to the ICT Director. Request for Non-Routine access must be made to the ICT Director who may authorise the access. Based upon this approval, the ICT Service Desk will provide the required access according to the relevant procedures, including the issuance of a temporary access card.

Non Routine Access is granted based upon a Service Request made to the ICT Service Request.

4.4.3 Visitor Access

A "visitor" is defined as:

1. A contractor who need to perform short term technical work within the Data Centre (Contractor). They include electrical, air conditioning, telecommunication and fire engineering contractors.
2. A user representative (e.g. Director of business unit) who may have an interest in viewing the Data Centre.
3. An eligible third party (e.g. Auditor, VIP accompanying Company Executive) who may have an interest in viewing the Data Centre.
4. A Yarra Trams stakeholder (e.g. staff from Department of Transport) who may have an interest in viewing the Data Centre.

	Doc ref:	ICT Policy – 1.2.3
	Version:	Version 1.0 July 2011
	Total Pages	5
	Authorisation	ICT Steering Committee
Data Centre Policy		ICT Director

Access to Data Centre is granted on the following basis:

- All visitors requesting access to the Data Centre must have legitimate reasons satisfactory to the ICT Director or the ICT Director's delegate, the Service Desk Team Leader.
- All visitors must have signed in the Visitor Register of the main building housing the Data Centre and follow the building's Health, Safety and Emergency procedures.
- All visitors to the Data Centre except the Contractors will be accompanied at all times by ICT staffs who have Routine Access. Contractors' access will be overseen by the ICT staff who have Routine Access.

4.4.4 While in the Data Centre

- No food or drink is allowed within the Data Centre
- No Hazardous materials are allowed within the Data Centre
- To minimise dust, all packing material must be removed from computer equipment / components in the specified staging areas before being moved into the Data Centre. This includes cardboard, paper wrap, peanuts, plastic, wood and other such material.
- No cleaning supply is allowed within the Data Centre without prior approval. This includes water.
- Only clean filter vacuums dedicated for use within the Data Centre may be used inside the Data Centre.
- No cutting of any material (pipes, floor tiles etc...) shall be performed inside the Data Centre unless special arrangements are made.
- Boxes, tapes, CD's and other material shall not be stored inside the Data Centre.
- Network-System Engineers, Service Desk staff and authorised Contractors shall only access racks that contain equipment for which they are personally responsible.
- Any access to sub-floor or removal floor tiles shall be performed or supervised by ICT staff.
- ID must be shown when ever requested; ideally they should be displayed visibly.
- In the event of an emergency follow the main building emergency procedures.

4.5 Equipment installation and removal

The Data Centre is intended as a limited physical access location for Equipment. Systems administrators should plan their Equipment as if they will only get physical access to them when it is necessary to perform hardware modifications or replacements. With this in mind, it is highly recommended that all Equipment be configured with secure remote-access administrative tools to allow for remote maintenance. All Equipment in the Data Centre must be rack mountable, unless prior arrangements have been made to allow particular non-rack-mountable Equipment into the Data

[redacted]	Doc ref:	ICT Policy – 1.2.3
	Version	Version 1.0 July 2011
	Total Pages	5
	Authorisation	ICT Steering Committee
Data Centre Policy		ICT Director

Centre. Equipment which have a business need to be in the Data Centre and currently are not rack mountable should be replaced within a reasonably short period of time with more appropriate Equipment, or the Equipment's functions need to be relocated to other similar Equipment which are more appropriate for the Data Centre.

Installation and removal of Equipment must be authorised by the ICT Director or be an activity of a Project which has been approved in accordance with the Company's Project Management Framework. If not part of an authorised Project, request to install or remove Equipment must be submitted to the ICT Director via the ICT Service Desk and installation or removal may only commence after the approval is given by the ICT Director.

The Equipment capacity of the Data Centre must be regularly monitored to ensure that its maximum capacity is not exceeded, including the capacities of rack space, air-conditioning, main and redundant power supplies, and data communications hardware. This review must be done at least once a year, preferably as part of the annual ICT Department demand and availability management planning process and the Company's budgeting cycle.

4.6 General upkeep

The Data Centre is a secure and protected environment that requires regular upkeep. The following are the suggested activities and etiquette:

- There should not be any wastepaper containers in the Data Centre as this may encourage inadvertent storage of inflammable waste.
- Data Centre shall not be used for storing cardboard – wooden boxes, paper, liquid or compressed gas such as insect repellents.
- The Data Centre should be cleaned monthly by professional cleaner qualified to clean Data Centres.
- At least once a year, the underfloor spec of the Data Centre must be inspected for the presence of pests and vermin and professionally treated for if they are to be found.

5 Improvements and amendments to policy

This policy may be amended from time to time where such amendment is required to comply with any laws and to protect the business interests of the Company or the working environment of the Company's staff. Employees will be provided with all amendments and revisions and may comment on the policy at any time. Suggested improvements to this Policy are to be e-mailed to the ICT Director.

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Data Centre Policy		ICT Director

6 Approval

Approved

ICT Steering Committee Date

Approved

ICT Director Date

7 Document review

Version	Date	Author	Contributors	Comments
0.1	18-03-11	J Menon		Initial draft
0.2	25-03-11	J Menon	R McKerrow, N Roberts, S Roberts, W Dunn	Internal ICT review + S Roberts' feedback
0.3	06-05-11	J Menon	J Menon	Review from legal perspective as suggested by the legal team.
1.0	05-07-11	J Menon	S. Roberts	Feedback